



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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**AGENDA**

**DATE & TIME**

**LOCATION**

**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

**Wednesday, February 18, 2026 - 7:00 PM**

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=ERF4c2daq8Agm7t8SwqaXfix0iHEve.1>

Meeting ID: 852 2949 7654

Passcode: 141405

By Phone (through Zoom):

Find your local number: <https://us06web.zoom.us/j/85229497654?pwd=ERF4c2daq8Agm7t8SwqaXfix0iHEve.1>

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](mailto:jpolar@alamedahsg.org) and [hainfo@alamedahsg.org](mailto: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](mailto: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. AB2449 COMPLIANCE "AB2449 Compliance: The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances." For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member's relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year.
3. COMMISSIONER RECUSALS
4. Motion to Accept the Order of the Board of Commissioners Agenda for the February 18, 2026 Meeting.
5. Public Comment (Non-Agenda)
6. 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.
- 6.A. Approve Minutes of the Regular Board of Commissioners Meetings held on





- December 16, 2025 and January 21, 2026. **Page 5**
- 6.B. Accept the Monthly Overview Report for the Housing Programs Department. **Page 19**
- 6.C. Accept the Monthly Overview Report for Property Operations. **Page 22**
- 6.D. Accept the Monthly Update on Construction in Progress (CIP). **Page 27**
- 6.E. Accept the Quarterly Stabilization Report for The Estuary I. **Page 32**
- 6.F. Accept the Quarterly Development Report for The Estuary II. **Page 35**
- 6.G. Accept the Quarterly Stabilization Report for Linnet Corner. **Page 39**
- 6.H. Accept the Monthly Report for The Poplar. **Page 42**
- 6.I. Accept the Quarterly Overview Report for the Executive/Data and Policy and HR Departments. **Page 45**
- 6.J. Accept the Quarterly Overview Report For the Administration and Services Department. **Page 49**
- 6.K. Accept the Quarterly Overview Report for the Housing Development Department. **Page 58**
- 6.L. Accept the Quarterly Report on the Property Financials for properties owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending December 31, 2025. **Page 62**
- 6.M. Approve the Quarterly Write-off, to December 31, 2025, of Uncollectible Accounts Receivable from Former Residents. **Page 64**
- 6.N. Accept the Quarterly Financial Report for the month ended December 31, 2025. **Page 67**
- 6.O. Accept the Quarterly Investment Report for the Period Ending December 31, 2025. **Page 83**
- 6.P. Accept Report on the Housing Authority of the City of Alameda's Records Disposition. **Page 99**
- 6.Q. Authorize the Executive Director to Execute a Third Contract Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Downs Pham and Kuei LLP for Additional Legal Services increasing the maximum contract amount by \$60,000 to the new maximum not to exceed contract amount of \$360,000. **Page 102**
- 6.R. Accept this report and authorize the Executive Director to continue to budget for Yardi Systems Inc. through June 30, 2027, the end of the next budget cycle. **Page 107**
7. AGENDA
- 7.A. Conduct the Public Hearing for the Annual Plan and Moving to Work Supplement for Fiscal Year Starting July 1, 2026. **Page 110**
- 7.B. Accept a presentation of the draft 2026-2030 Strategic Plan, provide feedback and authorize the Executive Director to make necessary changes and to publish the 2026-2030 Strategic Plan. **Page 175**
- 7.C. Adopt a Resolution to Revise the Housing Authority's Conflict of Interest Code. **Page 204**



- 7.D. Adopt a Resolution to revise the Housing Authority of the City of Alameda's Employee Policies and Procedures Handbook. **Page 218**
- 7.E. Adopt a resolution approving a revised Schedule of Authorized Positions effective immediately and Pay Schedule effective February 19, 2025 and extend the Board approved flexibility in hiring authority for the Executive Director to March 1, 2027. **Page 343**
- 7.F. Approve 2026 Out-of-State conference attendance and travel for Staff and Commissioners. **Page 356**
- 7.G. Approve the 2025-2026 Goals for the Executive Director and Approve a Minor Change to the Employment Contract between the Executive Director and the Housing Authority of the City of Alameda. **Page 359**
8. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
9. WRITTEN COMMUNICATIONS
10. EXECUTIVE DIRECTOR'S COMMUNICATIONS
11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
12. 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**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**  
**Wednesday, December 17, 2025**

**PLEDGE OF ALLEGIANCE**

Chair Grob called the meeting to order at 7:00 p.m.

1. **ROLL CALL**

Present: Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy,  
Commissioner Husby, and Commissioner Kaufman

General  
Counsel: Jhaila R. Brown, Goldfarb & Lipman LLP

Absent: Commissioner Tamaoki and Commissioner Joseph-Brown

2. **AB2449 COMPLIANCE** "AB2449 Compliance: The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances." For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member's relationship with such individuals.

Chair Grob confirmed that there were more than 4 members of the Board in the noticed meeting room in the City of Alameda.

3. **COMMISSIONER RECUSALS**



None.

4. Motion to Accept the Order of the Board of Commissioners Agenda for the December 17, 2025 Meeting.

Vice-Chair Sidelnikov moved to accept the Order of the Board of Commissioners Agenda for the December 17, 2025 Meeting, and Commissioner Husby seconded. The motion passed unanimously.

Yes	5	Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, and Commissioner Kaufman
No	0	
Abstain	0	

5. Public Comment (Non-Agenda)

**Virtual public comment(s):**

Robert Shaye, Alameda Resident, requested that the PDFs of the agendas be searchable and that the Housing Authority of the City of Alameda (AHA) post a link to the Zoom meeting recordings on its website.

6. 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.

- \*6.A. Approve Minutes of the Regular Board of Commissioners Meeting held on October 15, 2025.
- \*6.B. Accept the Monthly Overview Report for the Housing Programs Department.
- \*6.C. Accept the Monthly Overview Report for Property Operations.
- \*6.D. Accept the Monthly Construction Report for Linnet Corner.
- \*6.E. Accept the Quarterly Financial Report for the month ended September 30, 2025.
- \*6.F. Accept the quarterly report on the property financials for properties owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending September 30, 2025.
- \*6.G. Accept a Report on Compliance with SB721 California's Balcony Law.
- \*6.H. Accept a Presentation on the Budgets for the FPI-Managed Low-Income Housing Tax Credit (LIHTC) Sites and the Budgets for the John Stewart



Company-Managed and Satellite Affordable Housing Associates-Managed Low-Income Housing Tax Credit (LIHTC) Sites.

- \*6.I. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Sherman and Buena Vista, L.P. (Littlejohn Commons) for the Fiscal Year and Calendar Year 2026.
- \*6.J. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Constitution and Eagle, L.P. (Rosefield Village) for the Fiscal Year and Calendar Year 2026.
- \*6.K. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Everett and Eagle, L.P. (Everett Commons) for the Fiscal Year and Calendar Year 2026.
- \*6.L. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Lakehurst and Mosley, L.P. (Estuary I) for the Fiscal Year and Calendar Year 2026.
- \*6.M. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Mabuhay and Lakehurst, L.P. (Linnet Corner) for the Fiscal Year and Calendar Year 2026.
- \*6.N. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Shinsei Gardens Apartments, L.P. (Shinsei Gardens) for the Fiscal Year and Calendar Year 2026.
- \*6.O. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Stargell Commons, L.P. (Stargell Commons) for the Fiscal Year and Calendar Year 2026.
- \*6.P. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for The Alameda Islander, L.P. (Park Alameda) for the Fiscal Year and Calendar Year 2026.
- 6.Q. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for The Breakers at Bayport, L.P. (Breakers at Bayport) for the Fiscal Year and Calendar Year 2026.
- \*6.R. Accept the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Jack Capon Villa, L.P. (Jack Capon Villa) for the Fiscal Year and Calendar Year 2026.
- \*6.S. Approve a Consultant Services Agreement between Island City Development and the Housing Authority of the City of Alameda for Housing Development and Related Services, for an annual fee of \$400,000 per year, with a maximum contract Amount Not to Exceed \$800,000 over the term, and a Contract Term ending on December 31, 2027.
- \*6.T. Approve the 2024-25 Housing Successor Agency Report.
- \*6.U. Approve of 2026 Out-of-State travel to Moving to Work Conference.

**Items accepted or adopted are indicated by an asterisk.**



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

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

No      0

Abstain      0

## 7. AGENDA

### 7.A. Accept a presentation on improving utilization in the Housing Choice Voucher program.

Tonya Schuler-Cummins, Senior Programs Director, introduced Enrique Aguirre, Intern – Data and Policy, who provided a presentation on improving utilization in the Housing Choice Voucher (HCV) program.

The Board and Vanessa Cooper, Executive Director, appreciated Mr. Aguirre for the work completed during his tenure with AHA, as this work is pertinent to the upcoming work in the voucher program.

### 7.B. Authorize and approve the Executive Director to negotiate and sign a sixth amendment to the consultant services agreement between the Housing Authority of the City of Alameda (AHA) and Techordia, LLC for technology-related services, increasing the contract amount by \$950,000 for a new total contract amount not to exceed \$1,700,000 during the term, including any extensions; and ratify and approve payments made by AHA to Techordia in the amount of \$60,515.00, which exceeded the Contract Amount.

Sean Prevette, Assistant Director of Administration and Services provided a presentation that included an overview of the services provided by Techordia, LLC., and a summary of Amendment No. 6.

Commissioner Kaufman inquired as to why the contract is being increased by an additional \$1M. Ms. Cooper stated that the requested amount accounts for a run rate through the end of the contract, paying past due invoices to bring the account current, as the last two to three amendments did not increase the contract amount, and the projected costs of the server project. Ms. Schuler-Cummins explained that the cost of the server project has increased exponentially since it was first projected, due to the increase in equipment costs. The demand for equipment has increased as other agencies buy equipment to support the transition to AI. The requested increase includes the new server, the addition of equipment, which was not originally included in the



contract, the firewall, and the past through costs of approximately 5 – 6 vendors.

**Virtual public comment(s):**

Robert Shaye, Alameda Resident, requested that the Board give the public an additional 3 months to review and understand the costs associated with this contract. Mr. Shaye expressed concern regarding exceeding the maximum contract amount.

Commissioner Kaufman moved to authorize and approve the Executive Director to negotiate and sign a sixth amendment to the consultant services agreement between the Housing Authority of the City of Alameda (AHA) and Techordia, LLC for technology-related services, increasing the contract amount by \$950,000 for a new total contract amount not to exceed \$1,700,000 during the term, including any extensions; and ratify and approve payments made by AHA to Techordia in the amount of \$60,515.00, which exceeded the Contract Amount, and Commissioner Husby seconded. The motion passed unanimously.

Yes	5	Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, and Commissioner Kaufman
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No	0
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Abstain	0
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- 7.C. Authorize the Executive Director to negotiate and execute a first amendment to the property management agreement between Alameda Affordable Housing Corporation on behalf of the Housing Authority of the City of Alameda and FPI Property Management, Inc. (**Independence Plaza**) extending the contract term by 1-year with a new contract termination date of December 31, 2026; and approving an amendment to the agreement to include an SB721 addendum (California's Balcony Law) and an amendment to the fee schedule; Consent to change in control of FPI Property Management, Inc., to Sako and Partners Holdings, LLC, a Texas limited liability company doing business as Asset Living; and consent to FPI Property Management, Inc., continued management of (**Independence Plaza**) pursuant to the property management agreement; Authorize the Executive Director/President to negotiate and approve other changes to the Property Management Agreement with FPI Management Inc. if required by the lender, investor, regulatory or insurance provider, provided the changes do not modify the fee schedule.





Nancy Gerardin, Director of Property Operations, provided a presentation that included an overview of the services provided by FPI Property Management, and a summary of Amendment No. 1.

Ms. Cooper explained that the larger contract fees are inclusive of staff costs and stated that if AHA's lenders or investors require major changes to the contract term, that are less favorable, staff will present the changes to the Board for ratification or approval.

Vice-Chair Sidelnikov inquired as to when AHA and FPI will discuss future planning and when the survey to residents will be sent out. Ms. Cooper stated that the discussion with FPI will take place by March and the resident survey is scheduled to go out in the first week of January with results due back in March.

Vice-Chair Sidelnikov inquired as to whether the whole recommendation needed to be read for the Board to make a motion. Jhaila R. Brown, General Counsel, advised that the motion can be made as recommended in the staff report.

Vice-Chair Sidelnikov moved to approve item no. 7.C. as recommended by staff in the staff report, and Commissioner Husby seconded. The motion passed unanimously.

Yes	5	Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, and Commissioner Kaufman
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No	0
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Abstain	0
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- 7.D. Authorize the Executive Director to negotiate and execute a first amendment to the property management agreement between the Housing Authority of the City of Alameda and FPI Property Management, Inc. (**Parrot Gardens**) extending the contract term by 1-year with a new contract termination date of December 31, 2026; and approving an amendment to the agreement to include an SB721 addendum (California's Balcony Law) and an amendment to the fee schedule; Consent to change in control of FPI Property Management, Inc., to Sako and Partners Holdings, LLC, a Texas limited liability company doing business as Asset Living; and consent to FPI Property Management, Inc., continued management of (**Parrot Gardens**) pursuant to the property management agreement; Authorize the Executive Director/President to negotiate and approve other changes to the Property Management Agreement with FPI Management Inc. if required by the lender, investor, regulatory or insurance provider, provided the changes do not modify the fee schedule.



Vice-Chair Sidelnikov moved to authorize the Executive Director to negotiate and execute a first amendment to the property management agreement between the Housing Authority of the City of Alameda and FPI Property Management, Inc. (Parrot Gardens) extending the contract term by 1-year with a new contract termination date of December 31, 2026; and approving an amendment to the agreement to include an SB721 addendum (California's Balcony Law) and an amendment to the fee schedule; Consent to change in control of FPI Property Management, Inc., to Sako and Partners Holdings, LLC, a Texas limited liability company doing business as Asset Living; and consent to FPI Property Management, Inc., continued management of (Parrot Gardens) pursuant to the property management agreement; Authorize the Executive Director/President to negotiate and approve other changes to the Property Management Agreement with FPI Management Inc. if required by the lender, investor, regulatory or insurance provider, provided the changes do not modify the fee schedule, and Commissioner Husby seconded. The motion passed unanimously.

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

No      0

Abstain   0

- 7.E. Authorize the Executive Director to negotiate and execute a first amendment to the property management agreement between the Housing Authority of the City of Alameda and FPI Property Management, Inc. **(AHA Scattered Sites)** extending the contract term by 1-year with a new contract termination date of December 31, 2026; and approving an amendment to the agreement to include an SB721 addendum (California's Balcony Law) and an amendment to the fee schedule; Consent to change in control of FPI Property Management, Inc., to Sako and Partners Holdings, LLC, a Texas limited liability company doing business as Asset Living; and consent to FPI Property Management, Inc., continued management of **(AHA Scattered Sites)** pursuant to the property management agreement; Ratify the inclusion of the Tucker property in this agreement effective June 1, 2023; Authorize the Executive Director/President to negotiate and approve other changes to the Property Management Agreement with FPI Management Inc. if required by the lender, investor, regulatory or insurance provider, provided the changes do not modify the fee schedule.

Commissioner Husby moved to authorize the Executive Director to negotiate and execute a first amendment to the property management agreement between the Housing Authority of the City of Alameda and FPI Property Management, Inc. (AHA Scattered Sites) extending the contract term by 1-year



with a new contract termination date of December 31, 2026; and approving an amendment to the agreement to include an SB721 addendum (California's Balcony Law) and an amendment to the fee schedule; Consent to change in control of FPI Property Management, Inc., to Sako and Partners Holdings, LLC, a Texas limited liability company doing business as Asset Living; and consent to FPI Property Management, Inc., continued management of (AHA Scattered Sites) pursuant to the property management agreement; Ratify the inclusion of the Tucker property in this agreement effective June 1, 2023; Authorize the Executive Director/President to negotiate and approve other changes to the Property Management Agreement with FPI Management Inc. if required by the lender, investor, regulatory or insurance provider, provided the changes do not modify the fee schedule, and Chair Grob seconded. The motion passed unanimously.

Yes	5	Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, and Commissioner Kaufman
No	0	
Abstain	0	

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

None.

9. WRITTEN COMMUNICATIONS

None.

10. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Schuler-Cummins introduced Yingying Lin, Management Analyst, and gave a brief overview of Ms. Lin's background.

Ms. Cooper provided an update on upcoming agency events and events that have taken place since the last meeting. In closing out AHA's 85<sup>th</sup> year, Ms. Cooper wished health and happiness to AHA's staff, residents, housing program participants, Commissioners, and the greater community. Ms. Cooper stated that in 2026 AHA will continue to do its part to house and provide affordable housing solutions to seniors, persons with disabilities, previously homeless, military veterans, families with children, adult individuals, and many more community members.



11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Vice-Chair Sidelnikov commended staff for the work completed this year, wished everyone happy holidays, and stated that he is looking forward to the continued efforts to bring new projects online, continuing to work through pipeline projects, and making the community better.

Chair Grob expressed gratitude for all the work completed by staff and wished everyone a happy holiday.

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

N/A

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

N/A

14. ADJOURNMENT

Chair Grob adjourned the meeting at 7:48 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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Carly Grob, Chair  
Board of Commissioners

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Jhaila R. Brown,  
General Counsel, Goldfarb and Lipman LLC  
Reviewed for form



**DRAFT MINUTES**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**  
**Wednesday, January 21, 2026**

**PLEDGE OF ALLEGIANCE**

Chair Grob called the meeting to order at 7:01 p.m.

1. **ROLL CALL**

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

General  
Counsel: Gabrielle B. Janssens, Goldfarb & Lipman LLP

Absent: Commissioner Joseph-Brown and Commissioner Kaufman

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



Chair Grob confirmed that there were more than 4 members of the Board in the noticed meeting room in the City of Alameda and no Commissioners were attending remotely.

3. COMMISSIONER RECUSALS

None.

4. Motion to Accept the Order of the Board of Commissioners Agenda for the January 21, 2026 Meeting.

Vice-Chair Sidelnikov moved to accept the Order of the Board of Commissioners Agenda for the January 21, 2026 Meeting, and Commissioner Husby seconded. The motion passed unanimously.

Yes	5	Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, and Commissioner Tamaoki
No	0	
Abstain	0	

5. Public Comment (Non-Agenda)

None.

6. 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.

\*6.A. Approve Minutes of the Regular Board of Commissioners Meeting held on November 19, 2025.

\*6.B. Approve the updates to the Investment Policy.

\*6.C. Approve the Executive Director and Human Resources Director as new signatories for the California Asset Management Program and rescind authorization for other signatories.

\*6.D. Accept a waiver of potential conflict for Goldfarb & Lipman LLP for the Housing Authority of the City of Alameda and the County of Alameda regarding Park Alameda (The Alameda Islander LP).

\*6.E. Authorize and approve the Executive Director to negotiate and sign a second amendment to the consultant services agreement between the Housing Authority of the City of Alameda (AHA) and AppleOne, Inc. for staffing services,



increasing the contract amount by \$370,000 for a new total contract amount not to exceed \$720,000 during the term, including any extensions.

- \*6.F. Authorize and approve the Executive Director to negotiate and sign a second amendment to the consultant services agreement between the Housing Authority of the City of Alameda (AHA) and Adsphere, Inc. (DBA City Print and Mail) for printing and mailing services, increasing the contract amount by \$100,000 for a new total contract amount not to exceed \$325,000 during the term, including any extensions.
- \*6.G. Authorize the Executive Director or Designee to negotiate and sign a second amendment to the consultant services agreement with Novogradac & Company LLP for audit and tax services to increase the total compensation amount by \$100,000, for an increase to the total not to exceed amount from \$312,500 to \$412,500, with no further agreement term extensions.
- \*6.H. Authorize and approve the Executive Director to sign a second amendment to the maintenance services agreement between the Housing Authority of the City of Alameda (AHA) and TK Elevator for elevator maintenance services, increasing the contract amount by \$232,487 for a new total contract amount not to exceed \$500,000 and extend the agreement by 1 year with a new contract termination date of August 30, 2027.
- \*6.I. Accept a Report on the Installation of Gas Meter Seismic Shutoff Valves at Multiple Properties.

**Items accepted or adopted are indicated by an asterisk.**

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

Yes	5	Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, and Commissioner Tamaoki
No	0	
Abstain	0	

## 7. AGENDA

- 7.A. Accept a presentation on the Agency's 85th Anniversary Celebration and recognition of AHA's staff and partners.

Joshua Altieri, Community Relations Manager, provided a presentation that included a recap of the Agency's 85th Anniversary Celebration and recognition of AHA's staff and partners.

- 7.B. Rescind Prior Local Agency Investment Fund Resolution and Adopt New Local Agency Investment Fund Resolution to Change Authorized Signatories





Louie So, Chief Financial Officer, provided a presentation that summarized the request to rescind the prior Local Agency Investment Fund Resolution and Adopt New Local Agency Investment Fund Resolution to Change Authorized Signatories.

As advised by Gabrielle B. Janssens, General Counsel, separate motions were taken to rescind the prior Local Agency Investment Fund Resolution and Adopt New Local Agency Investment Fund Resolution to Change Authorized Signatories.

Vice-Chair Sidelnikov moved to rescind the prior Local Agency Investment Fund Resolution, and Commissioner Tamaoki seconded. A roll call vote was taken, and the motion passed unanimously.

Yes	5	Chair Grob, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki
No	0	
Abstain	0	

Vice-Chair Sidelnikov moved to adopt the New Local Agency Investment Fund Resolution to Change Authorized Signatories, and Commissioner Tamaoki seconded. A roll call vote was taken, and the motion passed unanimously.

Yes	5	Chair Grob, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki
No	0	
Abstain	0	

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

None.

9. WRITTEN COMMUNICATIONS

None.

10. EXECUTIVE DIRECTOR'S COMMUNICATIONS



Vanessa Cooper, Executive Director, stated that she provided the Board with hard copies of the Brown Act and meeting location Evacuation Routes, and provided an update on events that have taken place since the last meeting and upcoming agency events. Ms. Cooper also introduced Mara Miranda, Management Analyst, who gave a brief overview of her background.

11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

None.

12. ADJOURNMENT

Chair Grob adjourned the meeting at 7:18 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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Carly Grob, Chair  
Board of Commissioners

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Gabrielle B. Janssens,  
General Counsel, Goldfarb and Lipman LLC





Housing Authority  
of the  
City of Alameda

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---

To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Senior Programs Director

Date: February 18, 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. The Utility Allowance has been updated for 2026, effective April 1, 2026. A reduction in Payment Standards will be presented to the Board in March 2026.

### **Leasing**

Linnet Corner has all Project-Based Voucher (PBV) units leased, including the 16 CES referred units. Staff are working on filling other vacant PBV units in the rest of AHA's portfolio.

### **Shortfall**

AHA is still officially in HUD shortfall for the Housing Programs Department's Housing Choice Voucher program, and has been notified by HUD that shortfall will continue into 2026. Congress has not approved a budget for 2026, so the continuing resolution that was approved is through January 30, 2026.

### **Staff and Training Updates**

A second Assistant Director of Housing Programs joined the department on January 20, 2026. Staff are working on hiring two Housing Specialist I positions in the department.

Staff are being reassigned from normal department duties to audit immigration status by



February as required by HUD.

**FISCAL IMPACT**

For report only, no fiscal impact.

**CEQA**

N/A

**RECOMMENDATION**

Accept the Monthly Overview Report for the Housing Programs Department.

**ATTACHMENTS**

1. December 2025 HPD BOC Dashboard

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tonya Schuler-Cummins', written in a cursive style.

Tonya Schuler-Cummins, Senior Programs Director

## Housing Programs Department Dashboard for December 2025

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

Total ACC Vouchers Leased By Type		
Voucher Program	Vouchers Leased	Amount Awarded
Housing Choice Vouchers (HCV)	961	Not Applicable
Project Based Vouchers (PBV)	465	Not Applicable
AHA-Owned HCV	222	Not Applicable
Family Unification Program (FUP)	42	50
Veterans Affairs Supportive Housing (VASH)	67	76
Stability Vouchers (SV)	5	10
<b>Total Vouchers Leased</b>	1757	
<b>Units on ACC</b>	2059	
<b>ACC Vouchers Not Leased</b>	302	

Budget Authority (For December 2025 - Average Across 12 months)	
\$	3,642,856.17
Total HAP expended	
\$	3,920,000.00
HAP/Budget Authority	
	107.6%

Emergency Housing Vouchers*	
<b>EHV (7760) in Alameda</b>	29
<b>EHV Port Outs</b>	13
<b>Total Leased</b>	42
<b>Total Awarded</b>	57
*vouchers will decrease over time due to the sunset of the program and HUD's prohibition on issuing new EHV's	

Average Duration from voucher issuance to those leased up in December 2025 (days)	
	154.0
Average Tenant Rent to Owner	
\$	514.49
Average TTP	
\$	594.48
Average HH income	
\$	24,516.83
Percentage of Inspections Passed First-Time (12/2025)	
	44%
Inspections Completed (12/2025)	
	34

Average of HAP per Bedroom size		
Bedroom Size	Average HAP	Count of Households
0	\$ 559.86	150
1	\$ 1,328.80	608
2	\$ 1,935.54	664
3	\$ 2,208.03	331
4	\$ 2,272.79	77
5	\$ 1,987.17	7

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: February 18, 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 (Attachments 1 and 2) summarize property performance for all sites, including the Housing Authority of the City of Alameda (AHA) and affiliate-owned sites for the month of January for all properties FPI Management (FPI) manages.

**VACANCY**

The attached table (Attachment 2) reflects the end-of-month occupancy and leased rate per site. The average days to make ready for the month of January was 7 days.

In Q3 of 2024 AHA implemented a pre-screening process to assist with the leasing efforts of PBV units. The intent is to minimize the amount of downtime during the outreach and review of the initial resident selection criteria with staff performing the outreach, initial review of occupancy and income qualifications, and mailing of disposition letters to families and the Housing Programs Department. Once applications have been identified as pre-qualified, the files are sent to FPI for final criteria review to include background and landlord reference confirmation. This practice has 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](https://affordablehousing.com), GoSection 8 (the Section 8 online search engine) and on Craigslist.

In January, we continued with the lease up of Linnet Corner, ending the month with 95.31% occupancy and 98.43% leased. New residents were scheduled for a daily move in process that included a detailed briefing by the Housing Programs Department (when



applicable), introduction to social services support and registration with LifeSTEPS, and a detailed lease review with FPI Management. We anticipate 100% occupancy by the end of February.

## RENT COLLECTIONS

The attached table (Attachment 1) provides the rent collection rate versus budget for all AHA-owned and affiliate-owned sites managed by FPI. The overall portfolio rent collection rate for the month of January was 94.5%.

Properties with collection rates in excess of 95% are due to higher market rents achieved vs. budget coupled with increased subsidy payments. The lower collection rates for January 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 fairly large payment issue stemming from the COVID era. The total delinquency (unpaid rent) for the portfolio for current residents is \$305,084. Of this, the total delinquency for residents in legal (i.e. subject to a 30-day notice of termination) is \$189,249.

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 is filed with the court. LifeSTEPS, FPI, and the Ombudsman are working with these families to enter into a "stay and pay" stipulated agreement, although a very small number have not complied and will be evicted if they do not leave before the lock out.

Residents who only owe back rent from prior to December 2022 cannot be issued a 30-day notice, so some fairly significant balances will remain on the ledger until the resident moves out. A 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 FPI.

## RENT INCREASES

Rent increases have been and will continue to be issued at all sites in the coming months in accordance with the new payment standards implemented in November 2024. This will result in increases to the total contract rent going up, but these rent increases are raised to the level of the new Payment Standards and generally will not impact subsidized residents' rent portion, as long as they are not over-housed. Rent increase notices are served at least 60 days in advance of the effective date to provide ample notice to residents.



## SOCIAL SERVICES

LifeSTEPS has been providing aid to 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 LifeSTEPS team and FPI 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 began in July 2025 and were completed for each FPI 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.

## HIRING

The department is in the process of hiring a Property Management Supervisor, 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. BOC Item 11.D Attachment 1 Monthly Property Operations 02.2026
2. Item 11.D Attachment 2 Monthly Property Operations 02.2026

Respectfully submitted,



Nancy Gerardin, Director of Property Operations

Jan-26

Property Name	Property code	Owned by	Managed by	Total units	Senior or Family	Manager units	Gross Potential Rent (Budgeted)	Resident Rent Collected	Subsidy collected	Total Rent Collected (Actual)	% collected	Current Total Unpaid Charges - January Month End	0-30 Day AR	31-60 Day AR	61-90 Day AR	90 + Day AR	Eviction Status AR - January Month End
China Clipper	v18	AHHC	FPI	26	Famil	1	\$55,695.00	\$11,074	\$ 31,385	\$ 42,459	76.2%	\$ 792	\$ 0	\$ 0	\$ 25	\$ 767	\$ 14,773
Esperanza	v19	AAHC	FPI	123	Famil	1	\$369,054.00	\$78,895	\$ 353,788	\$ 432,683	117.2%	\$ 43,719	\$ 4,641	\$ 29	\$ 923	\$ 38,125	\$ 24,188
Littlejohn Commons	v20	ICD	FPI	31	Senior	1	\$72,273.00	\$12,457	\$ 55,664	\$ 68,121	94.3%	\$ 16	\$ 0	\$ -9	\$ 0	\$ 25	\$ 0
Parrot Garden	v21	AHA	FPI	8	Famil	1	\$26,396.00	\$6,218	\$ 15,435	\$ 21,653	82.0%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Parrot Village	v22	AAHC	FPI	50	Famil	1	\$160,614.00	\$36,750	\$ 105,238	\$ 141,988	88.4%	-\$ 1,070	\$ 297	-\$ 1	\$ 339	-\$ 1,705	\$ 5,352
Everett Commons	v23	ICD	FPI	20	Famil	1	\$59,211.00	\$12,191	\$ 45,039	\$ 57,230	96.7%	\$ 665	\$ 131	\$ 49	-\$ 90	\$ 575	\$ 3,430
Scattered Sites	v24	AHA	FPI	26	Famil	0	\$53,819.00	\$20,245	\$ 43,705	\$ 63,950	118.8%	\$ 1,106	\$ 50	\$ 25	\$ 90	\$ 941	\$ 2,291
Scattered Sites	v25	AAHC	FPI	27	Famil	0	\$59,125.00	\$22,129	\$ 25,208	\$ 47,337	80.1%	\$ 42,651	\$ 1,209	\$ 75	\$ 1,146	\$ 40,221	\$ 2,367
Rosefield Village	v26	ICD	FPI	92	Famil	1	\$191,307.00	\$95,467	\$ 82,616	\$ 178,083	93.1%	\$ 8,384	\$ 3,304	\$ 65	\$ 1	\$ 5,014	\$ 63,113
Eagle Village	v27	AAHC	FPI	36	Famil	1	\$103,164.00	\$18,800	\$ 62,875	\$ 81,675	79.2%	\$ 2,037	\$ 104	\$ 0	\$ 9	\$ 1,924	\$55,753.31
Independence Plaza	a128	AHA	FPI	186	Senior	2	\$445,259.00	\$102,024	\$ 283,085	\$ 385,109	86.5%	\$ 6,376	\$ 1,102	\$ 25	\$ 0	\$ 5,247	\$ 12,772
Anne B Diamant	w70	AHHC	FPI	65	Senior	1	\$155,743.00	\$30,390	\$ 100,900	\$ 131,290	84.3%	\$ 5,548	\$ 2,646	\$ 0	\$ 41	\$ 2,861	\$ 0
Estuary I (Lakehurst and Mosley Ln)	a142	ICD	FPI	45	PSH	1	\$101,298.00	\$10,388	\$ 86,093	\$ 96,481	95.2%	-\$ 81	\$ 169	\$ 0	\$ 0	-\$ 250	\$ 2,955
Linnet Corner (Mabuhay and Lakehurst LP)	a143	ICD	FPI	64	Senior	1	\$152,108.00	\$41,792	\$ 104,356	\$ 146,148	96.1%	\$ 5,692	\$ 1,489	\$ 544	\$ 1,073	\$ 2,586	\$ 2,255
<b>TOTAL</b>				<b>799</b>		<b>13</b>	<b>\$2,005,066.00</b>	<b>\$498,819.87</b>	<b>\$1,395,387.00</b>	<b>\$1,894,206.87</b>	<b>94.5%</b>	<b>\$ 115,835</b>	<b>\$15,142</b>	<b>\$802</b>	<b>\$3,557</b>	<b>\$96,332</b>	<b>\$189,249</b>

Data refelected through January 23, 2026

**Month Ending January 2026**

Property Name		Owned by	Total Vacant 01/22/2026	Occupancy	Leased %
China Clipper	v18	AHHC	4	88.46%	92.31%
Esperanza	v19	AAHC	9	95.12%	98.37%
Littlejohn Commons	v20	ICD	1	93.55%	96.77%
Parrot Garden	v21	AHA	0	100.00%	100.00%
Parrot Village	v22	AAHC	7	80.00%	90.00%
Everett Commons	v23	ICD	3	95.00%	95.00%
Scattered Sites	v24	AHA	2	96.15%	100.00%
Scattered Sites	v25	AAHC	5	92.59%	92.59%
Rosefield Village	v26	ICD	7	94.57%	98.91%
Eagle Village	v27	AAHC	4	86.11%	97.22%
Independence Plaza	a128	AAHC	17	88.71%	93.01%
Anne B Diamant	w70	AHHC	1	96.92%	98.46%
Estuary I (Lakehurst and Mosley Lp)	a142	ICD	3	100.00%	100.00%
Linnet Corner ( Mabuhay and Lakehurst	a143	ICD	3	95.31%	98.44%
<b>TOTAL</b>			<b>66</b>	<b>91.6%</b>	<b>94.86%</b>



Housing Authority  
of the  
City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Joseph Nagel, Senior Construction Project Manager

Date: February 18, 2026

Re: Accept the Monthly 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, but also highlighted any health and safety needs and items for short-term attention.

Over the past few years, 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.

Staff has previously reported that all required SB721 inspections (the 2018 California balcony and deck inspection law) were completed on the AHA properties, and work was completed or initiated on any needed repairs as part of the CIP scope of work in 2024 and 2025. The deadline to complete the inspections of 15% of all balconies (not including repairs) was 1/1/26.

### **DISCUSSION**

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

1. 701 and 703 Atlantic Roofing Upgrades



Site: AHA Office 701 Atlantic Ave. and Independence Plaza, Building 703 Atlantic Ave.  
Estimated total cost: \$500,000 for the first 2 buildings  
Source of funds: Property reserves  
Purpose: Replace two 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 is expected to be completed by 2/16/2026. The work at 701 Atlantic Ave. will immediately follow at 703 Atlantic Ave. with an anticipated start date (weather permitting) of 2/17/2026, with a completion date of 3/13/2026.

## 2. China Clipper Balcony Repairs

Site: China Clipper  
Estimated total cost: \$200,000  
Source of funds: Property Operating Budget and Reserve Policy  
Purpose: Repair balconies in compliance with Senate Bill 721 recommended repairs.  
Timeline: This scope of work is expected to take 9 months to complete.  
Status: Barry and Wynn Architects have been chosen to design the two (2) replacement balconies and add an enclosed and secure storage area on the ground floor under the new balconies. The current open area under the existing balconies is accessible to the public, has a low grade that is susceptible to flooding during rain and is also an area where unwanted household and electronic items have been abandoned in the past. The addition of a new storage room in the ground floor space under the new balcony structure should resolve the current flooding and dumping issues. Plans and structural calculations are complete and were submitted to the building department for permits in October 2025. An RFP based on the permit plans was issued in October 2025 for qualified contractors.

## 3. Lincoln House Balcony Repairs

Site: Lincoln House  
Estimated total cost: \$65,000  
Source of funds: AHA Reserve Policy  
Purpose: Repair balconies in compliance with Senate Bill 721 recommended repairs.  
Timeline: This scope of work is expected to take 9 months to complete.  
Status: Barry and Wynn Architects have been chosen to design the balcony replacement. Plans and structural calculations are complete and were submitted to the building department for permits in October 2025. An RFP based on the permit plans was issued in October 2025 for qualified contractors.

## 4. Independence Plaza Lobby and Restrooms ADA Accessibility Renovations.

Site: Independence Plaza  
Estimated total cost: To be determined  
Source of funds: Property Reserves  
Purpose: ADA accessibility renovations.  
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 4/16/25. AHA is currently reviewing the latest architectural changes stages.

#### 5. 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 4/16/25. AHA reviewed the initial design and returned comments to TWM. TWM is currently in the final stages of design plans for permit submittal.

#### 6. Portfolio Seismic Assessment and Remediation Reports

Sites: AHA, AAHC Portfolio.

Total cost: \$13,500

Source of funds: AHA Reserve Policy

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

Status: An RFQ for Engineering and Consulting Services was published on 4/7/25.

Three (3) bids were received from qualified consultants: Bureau Veritas totaling \$13,500, Peoples Associates Structural Engineering totaling \$32,000, and Element Structural Engineering totaling \$62,725. All (3) proposers provided excellent references, Bureau Veritas was chosen as the preferred consultant, and a contract was executed on 8/21/25. The initial property site assessments were performed on 8/26/25. No structural remediations or improvements were recommended, however, the absence of seismic gas shutoffs were identified at multiple locations. An RFP has been issued 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 and the residents have been notified.

#### 7. AHA portfolio Concrete Repairs

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

Estimated total cost: \$44,000

Source of funds: Property Operating Budgets and AHA Reserve Policy

Purpose: Trip Hazard Remediations.

Timeline: In progress

Status: Awaiting encroachment permits. Various walkways, driveway approaches and sidewalks were identified as having damaged concrete, creating trip hazards present. An RFP was issued on 8/12/25, and BNO Builders was chosen on 10/2/25, as the preferred proposer at a total cost of \$44,000. To date this project is 60% complete with an anticipated completion date of 2/27/2026.

#### 8. ABD Community Room Kitchen

Site: Anne B. Diamant 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. Diamant 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 8/16/25. Barry and Wynn Architects were chosen as the preferred architect on 9/24/25, at a cost of \$25,650.00. The accessible kitchen design is currently in progress with AHA staff.

#### 9. 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 3/27/2026.

#### 10. 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.

#### 11. AHA Portfolio Seismic Gas Shutoff Valve Installations

Sites: 265 units on 10 properties

Estimated total cost: \$300,000

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: An RFP for this scope of work was issued on 10/8/25, and proposals are due 11/14/25.

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 and the residents have been notified.

#### **FISCAL IMPACT**

Funding for repairs and maintenance on existing properties owned by either AHA or the AAHC is from either property reserves or the 2024 Reserve Policy Preservation Budget, as adopted by the AHA Board of Commissioners.

#### **CEQA**

None.


#### **RECOMMENDATION**

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

#### **ATTACHMENTS**

None

Respectfully submitted,



Joseph Nagel, Senior Construction Project Manager

To: Honorable Chair and Members of the Board of Commissioners

From: Jocelyn Layte, Associate Project Manager

Date: February 18, 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 scope includes 45 new construction permanent supportive housing apartments for unhoused or formerly unhoused individuals or households, including one manager's unit. Amenities include property management offices, social service coordination offices, a community room, a mail room, central laundry, central courtyard, and secure bike parking. The development received a Certificate of Occupancy (COO) on August 21, 2025. The project has been fully leased as of 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 78% 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. The work under this contract is anticipated to be completed by March 1, 2026.

**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 for this kind of turnover. 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

Estuary I has a draft version of the cost certification under review by the investor (see related memo in this agenda). Estuary I continues forward with stabilized operations, including key milestones such as 100% of all tax credit units leased by December 15, 2025 (Met), three full months of 95% occupancy (Met) and 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 cost certification by June 1, 2026.

The project received its 2025-2026 Welfare exemption for property taxes and will apply for the 2026-2027 exemption by the end of February. Staff will submit an equity draw for the 2nd capital contribution, followed by a draw for the 3rd capital contribution during conversion. The Placed in Service package will be drafted and submitted to the CA Tax Credit Allocation Committee (CTCAC) for acceptance in accordance with the requirements of the project's conversion 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, 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 for next year 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 water main extensions. A sign-off walk was conducted on December 31, 2025, and a punch list was delivered to staff with minor corrections that are being addressed by the general contractor. Once these items are completed and reviewed by EBMUD, the bond will be released.

#### Awards/Recognitions

The property is a Green Point Rating (GPR) Platinum building, one of the first in the AHA/AAHC portfolio to receive this rating. This award is the highest of four certification

tiers under the CA Green Point Rated system. This means the building has met the most rigorous standards for energy efficiency, water conservation, indoor air quality, and sustainable materials used by going beyond the minimum standards of green building codes.

Staff is preparing nominations for regional and national awards for Estuary I and Linnet Corner.

### **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



Housing Authority  
of the  
City of Alameda

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**TTY/TRS:** 711

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: February 18, 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 late 2025, staff received notice that the Federal Home Loan Bank of San Francisco (FHLB) would cancel its conditional award to Estuary because of the inability to meet the original development timeline. FHLB staff encouraged the development to re-apply and assured AHA that other projects were experiencing similar cancellations.

Also in late 2025, staff decided not to apply for Measure W funding from the County of Alameda amid concerns that the guidelines were very complex and may be difficult to implement. Also, the funding required construction start within 12 months and staff does not believe this is possible in the current environment for vouchers needed for permanent supportive housing.



In January 2026, 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.

Staff has developed a calendar of potential applications that it has shared with its community partners, attached.

### **FISCAL IMPACT**

The total pre-development loan from 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, 95% has been spent on the on and offsite improvements and other related costs. Please refer to the attached chart summarizing expenses through January 30, 2026.

### **CEQA**

Not applicable.

### **RECOMMENDATION**

Accept the Quarterly Development Report for The Estuary II.

### **ATTACHMENTS**

1. Predevelopment Expenses Chart Through January 30, 2026
2. 2026 Application Notice\_Estuary II

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Predevelopment Expenses Chart Through January 30, 2026

The Estuary II	Uses	Sources
Predevelopment loan (AAHTF)-Estuary II		\$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)	3,575,838	
Predevelopment Loan Funds Remaining	\$174,162	

January 26, 2026

**Sent by Email**

Alameda Point Collaborative (Andrea Urton, Doug Biggs)  
Building Futures (Liz Varela)

Re: 2026 Application Cycle for Estuary II, 46 unit PSH development

The Housing Authority will complete lease up and stabilization activities for the newly constructed Estuary I (Lakehurst and Mosely LP) and Linnet Corner (Mabuhay and Lakehurst LP) properties in 2026. Lease up is complete at Estuary I and over 95% at Linnet Corner. Conversion to permanent financing for both properties is expected by September 2026. The shovel-ready Estuary II site for 46 apartments will continue to seek financing, subject to the availability of federal vouchers required for supportive housing units. *HUD has not confirmed its 2026 budget yet, so tax credit applications for early 2026 may be impacted.* It is hoped that Estuary II can begin construction in 2027 or later.

The Housing Authority and Island City Development would like to share the likely application cycle for this development, in response to the 2021 Term Sheet. We commit to updating this schedule if any new funding sources are available and added. We respectfully request your list of likely applications for 2026. Please contact Sylvia Martinez at [smartinez@alamedahsg.org](mailto:smartinez@alamedahsg.org) or 510-747-4343 if you have any questions.

	2026 APPLICATION CYCLE		
	App due	Type	App Award
City HOME/CDBG/PLHA	Feb 20, 2026	Soft funding	June 2026
CDLAC 4% and tax-exempt bonds (unlikely)	Feb 3, 2026	4% tax credits	May 12, 2026
AHP	March 3, 2026	Soft Funding	June 2026
Alameda Prohousing Incentive	March 2026	Soft Funding	April-May 2026
CTCAC 9% (may apply, currently unknown)	April 7, 2026	9% Tax Credits	June 22, 2026
CDLAC 4% and tax exempt bonds (unlikely)	May 19, 2026	4% Tax Credits	August 18, 2026
CTCAC 9% (likely)	July 21, 2026	9% tax credits	October 6, 2026
CDLAC 4% and tax exempt bonds (unlikely)	Sept 8, 2026	4% tax credits	December 9, 2026







Housing Authority  
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To: Honorable Chair and Members of the Board of Commissioners

From: Jocelyn Layte, Associate Project Manager

Date: February 18, 2026

Re: Accept the Quarterly Stabilization Report for Linnet Corner.

---

### **BACKGROUND**

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

Linnet Corner is located at 2000 Lakehurst Circle, Alameda, CA 94501. The project is the new construction of a single, four (4) story residential building, with 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. The project is on track to achieve 100% lease up in February 2026.

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

### **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 55% 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 anticipated to be completed by March 1, 2026.

#### **Operation and Lease-Up Activities:**



Residential move-ins began the first week of September 2025 and full lease-up is planned for February 2026. The files are also nearly complete with their internal and investor compliance reviews. Forty of the sixty-four units receive Project-Based Vouchers (PBV) 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 project operations.

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 several resident events with tenants from both properties recently to celebrate the holidays and new year.

#### Stabilization and Permanent Financing

Next steps for Linnet Corner include stabilizing operations while achieving key milestones for the project. These milestones include 100% of all tax credit units leased by February 28, 2026 (on track to meet), three full months of 95% occupancy, 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 cost certification by September 1, 2026. A draft cost certification is being prepared by the CPA firm, Novogradac.

The project received its 2025-2026 Welfare exemption for property taxes and will apply for the 2026-2027 exemption by the end of February. Staff will submit an equity draw for the remaining 2nd capital contribution funds followed by a draw for the 3rd capital contributions, then pivot to preparing for conversion in June 2026. The Placed in Service (PIS) package is being drafted for submission to the CA Tax Credit Allocation Committee and CA Dept. of Housing and Community Development in accordance with conversion requirements 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 water main extensions. A sign-off walk was conducted on December 31, 2025, and a punch list was generated containing minor corrections that are being addressed by the General Contractor. Once these items are completed and reviewed by EBMUD, the bond will be released.

#### Awards/Recognitions

The property is a Green Point Rating Platinum building, the first in the AHA/AAHC

portfolio to receive this rating. This award is the highest of four certification tiers under the CA Green Point Rated system. This means the building has met the most rigorous standards for energy efficiency, water conservation, indoor air quality, and sustainable materials used by going beyond the minimum standards of green building codes.

Staff is preparing nominations for both Linnet Corner and Estuary I for regional and national awards this year.

Note: The December 2025 Agenda for Island City Development had a typographical error in the description of Item 5C - Authorize the President to Negotiate and Execute a Sixth Amendment to the Consultant Services Contract between Gubb and Barshay and Mabuhay and Lakehurst LP (Linnet Corner) for ongoing environmental legal services with Nixon Peabody LLP increasing the maximum not to exceed Contract Amount by \$3,333.33 for a new not to exceed contract amount of \$198,365.67 for the total term, including extensions. The correct increase to the contract is \$3,333.33. The memorandum and draft contract had the correct amount, only the action was in error.

### **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 Quarterly Stabilization Report for Linnet Corner.

### **ATTACHMENTS**

None

Respectfully submitted,



Jocelyn Layte, Associate Project Manager



Housing Authority  
of the  
City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: February 18, 2026

Re: Accept the Monthly Report for The Poplar.

---

### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) purchased the property at 2615 Eagle Avenue in March 2022. The Poplar is planned to provide 50–60 affordable apartment homes, with up to 25% supportive housing units if required by funding sources. The development will include a preference for Alameda Unified School District (AUSD) staff and a live/work preference for Alameda residents.

#### Funding and Board Approvals:

- December 2023 – Board approved a \$3.4 million predevelopment loan from Capital Impact Partners Bay's Future Fund (BFF) to support acquisition and predevelopment activities (up to a four-year term).
- February 2024 – Board approved a \$2.1 million predevelopment loan from the AHA Reserve Policy to supplement BFF funding.
- March 2024 – Board approved a 20-year ground lease option with Island City Development (ICD).

#### City of Alameda Redevelopment Funding:

- \$4,888,053 previously received
- \$1,000,000 recently awarded
- \$5,888,053 total City redevelopment contribution

#### State Grant Funding:

- \$534,565 Equitable Community Revitalization Grant (ECRG) awarded by the Department of Toxic Substances Control (DTSC) in March 2024
- ECRG term: March 2024 – March 2027 (per recent extension)
- Funds primarily support environmental investigation and development of a remedial action (cleanup) plan

Please refer to prior Board reports for earlier project details.



## **DISCUSSION**

In December 2025, Rincon completed seasonal environmental testing, consistent with best practices and regulatory approvals for twice-yearly sampling. Courtesy notices were mailed to the surrounding neighborhood. Once laboratory results are finalized, a summary of investigation results will be posted on the public website Geotracker (<https://geotracker.waterboards.ca.gov>), consistent with prior environmental reporting for the property.

In January, AHA and the City met for an initial tribal consultation per state and federal law with the Confederated Tribes of the LIsjan Nation.

AHA has reached an agreement with the neighbor to the east to adjust the fence line to the legal property line. Staff have also hired a local consultant to support website updates and project communications over the coming months.

Predevelopment expenditures to date are included as an attachment. Staff is preparing an updated 2026 - 2027 predevelopment budget. Near-term activities will focus on continuing the entitlement process, seasonal environmental testing, and ongoing design work.

## **FISCAL IMPACT**

Predevelopment expenses for The Poplar are currently funded through City redevelopment funds and the Capital Impact BFF loan. Environmental-specific costs are reimbursed through the ECRG grant.

## **CEQA**

Not Applicable.

## **RECOMMENDATION**

Accept the Monthly Development Report for the Poplar.

## **ATTACHMENTS**

1. Poplar Predev Spent to Date\_260125

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**The Poplar Predevelopment Spent to Date**

As of 1/25/26

Project Administration	\$	420,011		
Engineering	\$	62,764		
Design	\$	160,158		
Environmental	\$	344,678		
Prepaid deposits	\$	656,314		
Financial	\$	211,270		
Holding Costs	\$	77,498		
Sub-Total	\$	1,932,692		
Acquisition			\$	2,520,807
TOTAL			\$	4,453,499

To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources

Date: February 18, 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 December 2025 through February 2026.

Department	Position	Number of Vacant Positions	Recruitment Status	Other Updates
Housing Programs	Assistant Director Housing Programs	1 FTE	Started 1/20/26	Opened due to staff turnover
	Housing Specialist I	2 FTE	Interviewing candidates	Opened due to staff turnover
Property Operations	Assistant Director Property	1 FTE	Interviewing candidates	Opened due to staff turnover



	Operations			
	Property Management Supervisor	1 FTE	Interviewing candidates	New position
	Asset Management Specialist	2 FTE	Interviewing candidates	New positions
Housing Development	Construction Project Manager	1 FTE	Candidate hired 1/12/26	Opened due to staff turnover
Human Resources	Management Analyst	1 FTE	Interviewing candidates	Opened due to staff turnover
Executive	Management Analyst	1 FTE	Interviewing candidates	New position
Data and Policy	Data and Policy Specialist I	1 FTE	Internal promotion 1/12/26	New position
Finance	Accounting Specialist II	1 FTE	Re-posting	Opened due to staff promotion

Summary:

Total FTE's approved for FY 2025/26: 54

Number of vacancies: 18 FTE's

Vacancy rate: 33%

Acting assignments in higher classifications: 0

Number of active recruitments: 7

The Housing Authority of the City of Alameda (AHA) has promoted one staff member to a Data and Policy Specialist I and hired two staff members since the last quarterly report: an Assistant Director of Housing Programs and a Construction Project Manager. Interviews and testing are in process for the Management Analyst (HR and Executive), Assistant Director of Property Operations, Housing Specialist I, Accounting Specialist II,



and Asset Management Specialist. Management anticipates filling additional positions in the upcoming months. HR has also retained temporary staff to support the AHA, including one intern and one temporary staff member.

Other vacant positions will be opened in the coming quarter. The Board of Commissioners granted AHA hiring flexibility through March 2026 with the understanding that changes would be brought to the Board for ratification.

During this period staff attended the Human Resources Liebert Cassidy Whitmore and regional NAHRO conferences and received training on: New Employee Assistance Program provider, New limits on email attachments, and other IT training.

#### IT

Data and Policy just completed a procurement procedure for desk phones. A solicitation will be performed in 2026 for cell phones also. The server will be replaced in the first quarter of 2026.

#### Annual Plan and MTW Supplement

The Public Hearing will be conducted later on this agenda and adoption will happen in March 2026.

#### Data and Policy

The last three months have been focused on training the two Management Analysts hired in the fall of 2025 and training the recently promoted employee in the Department on new duties. Staff has worked to have a complete cross-training plan to allow the department more flexibility. Extensive auditing of the Housing Programs Department has been conducted by the Data and Policy staff along with closing out the year-long 9886A project.

#### **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



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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 Relations Manager

Date: February 18, 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, reasonable accommodations, community relations, and risk management. This report serves to provide the Board with a quarterly overview of notable developments within these areas of the agency.

## **DISCUSSION**

### **Procurement**

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

**Internal Training:** Comprehensive procurement training is offered on a bi-annual basis for AHA staff, with the last training occurring in June 2025 and the next session scheduled for February 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 Bonfire platform. A new-hire procurement training session was also held mid-November 2025. Procurement staff is meeting with Department Directors on a monthly basis to ensure contracts and expenditure accuracy, plus monitoring the 2026 Solicitations Plan.

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



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- Evaluation Pending	November 20, 2025
LIHTC Income Certification	AHA	RFP Closed- Contract Pending	November 13, 2025
On-Site Ergonomic Assessment on an As-Needed Basis	AHA	ITB Closed- Contract Pending	October 29, 2025
Seismic Gas Shutoff Valve Installation for Multiple AHA properties	AHA	RFP Closed- Contract Executed	October 13, 2025
Lincoln House Apartments Balcony Repair	AHA	RFP Closed- Contract Executed	October 1, 2025
China Clipper Apartments Balcony Repair	AHA	RFP Closed- Contract Executed	October 1, 2025

Staff is currently working on issuing the RFP for Legal Services and Financial Consultant Services by February 2026.

The number of agreements and amendments executed, from November 1, 2025, to January 31, 2026, is provided below. The number of total amendments for this period is quite large, as the fifteen executed FPI amendments approved at the December 2025 BOC meeting are included in the total below.

<b>Agreements Executed</b>	<b>Amendments Executed</b>
6	25

### **Reasonable Accommodations**

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodations (RA) processed as of January 25, 2026.

<b>Month</b>	<b>New submissions by month</b>	<b>Requests still in process</b>	<b>Completed RAs (letter sent)</b>	<b>Submissions YTD</b>	<b>Completed RAs YTD</b>
January	21	0	21	21	21
February	18	0	18	39	39
March	18	0	18	57	57
April	41	0	41	98	98
May	21	0	21	119	119
June	29	0	29	148	148
July	19	0	19	167	167
August	34	0	34	201	201
September	39	0	39	240	240
October	35	0	35	275	275
November	22	0	22	297	297
December	43	0	43	340	340

The subsequent table displays the percentage of approved, denied, and closed RA requests that have been finalized by month. For example, during October 2025, there were thirty-five RA requests that were finalized. Of those thirty-five requests, eleven requests were approved, resulting in a 31% approval rate. Please note that there was an unusually high number of denials issued in January, due to the opening of the waitlist in December, which resulted in a greater number of invalid RA requests (e.g., non-participant/non-applicant requests, no contact information for knowledgeable professionals provided, etc.). Additionally, the requirement to sign the HUD Form 9886A in person generated numerous RA requests during the months of April through December.

<b>Month</b>	<b>Approved</b>	<b>Denied</b>	<b>Closed</b>
January	19%	81%	0%
February	33%	67%	0%
March	33%	67%	0%
April	20%	80%	0%
May	10%	86%	4%
June	28%	72%	0%
July	16%	74%	10%
August	24%	76%	0%

September	18%	82%	0%
October	31%	69%	0%
November	45%	50%	5%
December	30%	61%	9%

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	75
Live-In Aides	67
Parking	1
Unit Modifications/requests	22
Voucher extension	29
Additional extensions*	16
Requests related to mandatory in-person activities**	43
Accessible Unit	8
Other - Misc.	79
<b>Total</b>	<b>340</b>
*Includes extension requests for activities such as HQS inspections and informal hearing requests.	
**Includes activities such as the 9866 form and mandatory tenant conferences.	

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.

## Community Relations

Below is a summary of AHA's community relations activities during the fourth quarter of 2025:

- Mastick Senior Center staff tabled at all AHA senior properties starting with Anne B Diamant on October 23, 2025, Linnet Corner on November 12, 2025, Littlejohn Commons on December 4, 2025, and Independence Plaza will be on January 14, 2026.
- On December 5, 2025, the Housing Authority of the City of Alameda hosted the Northern California and Nevada Chapter of the California Association of Housing Authorities ([www.cahahousing.org](http://www.cahahousing.org)). Over 30 affordable housing professionals from the various agencies

in the region joined to share information and best practices. The meeting was held at Linnet Corner (AHA's newest building) and included a property tour of the entire North Housing complex.

- Housing Authority staff worked closely with the Alameda Firefighters Toy Program to launch the online application and over 230 AHA households applied. The application deadline was December 15, 2025.
- In celebration of the holiday season, LifeSTEPS staff was very busy running resident activities at all AHA owned properties; including holiday themed social events plus hosting social service providers as well.
- In partnership with the Alameda Food Bank and LifeSteps, residents at AHA's largest senior communities (Independence Plaza and Anne B. Diamant) have been receiving free food deliveries on an alternating bi-weekly basis. Food is distributed via a "Farmers Market" style event.
- 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](http://www.drawbridge.org)) has been providing bi-weekly art activities (on Wednesdays) at Esperanza Apartments. The goal of the Drawbridge and ARPD programs is to provide a safe space for AHA youth at Esperanza Apartments on a weekly basis.

### **Communications Summary**

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

1) **Press Releases & Other Media Coverage:** During Q4, no press releases were published. AHA's 85<sup>th</sup> Anniversary year did receive media coverage via [www.alamedapost.com](http://www.alamedapost.com), here is link to article: <https://alamedapost.com/news/alameda-housing-authority-celebrates-85th-anniversary/>

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. AHA vendors and prospective vendors were mailed and emailed the annual vendor newsletter.

3) **Public Outreach - Public Meetings and Internal Meetings:** During Q4, AHA's Community Relations Manager conducted the monthly Landlord Portal Meeting for AHA landlords, the Quarterly Meeting for Legal Advocates, the monthly meeting with LifeSTEPS and FPI Management, plus the quarterly meeting with the City of Alameda Mayor to provide updates on AHA's various initiatives. Staff also presented at the November 17, 2025 City Council Meeting.

### **Online Data Metrics**

The information below tracks AHA's growing digital presence, including website analytics, social media metrics, and email activity in Q4 2025:

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

Total unique visitors: 20,731 (-9% vs. Q3)

Total page views by unique visitors: 67,489 (-16% vs. Q3)

Average engagement per active unique visitor: 1 minute 41 seconds (down 25 seconds vs. Q3)

**Facebook Data:**

Total followers: 1,187 (7 less followers compared Q3)

Post reach (number of people that saw any content on AHA's Facebook page): 16,675 (+7% vs. Q3)

**LinkedIn Data:**

Total followers: 1,873 (147 new followers added during Q4)

Unique visitors visited LinkedIn page: 534 (-14% vs. Q3)

Impressions delivered (total AHA LinkedIn profile page views by unique visitors):  
12,483 (+2.6% vs. Q3)

**Email Data:**

Agency marketing emails sent out by AHA during Q4: 31,473 (+14,977 vs. Q3)

Total Contacts gained in Q4: 436 (413 less vs. Q3)

Total contacts: 52,008

Email open rate: 62% (-4% vs. Q3)

Click rate: 6% (+3% vs. Q3)

<b>Total Q4 2025 Ombudsperson Contacts</b>	<b>20</b>
Public Non-AHA landlord/tenant matter	4
Tenant - Potential lease violation	2
Tenant - Rental payment related	1
Tenant - Neighbor related complaint	3
Reasonable Accommodation	0
Participant - Voucher status related	0
Applicant - Lease up, wait list	3
Complaint related to FPI staff	2
Complaint related to AHA staff	0
Contacts from landlord (Portal, HAP, etc.)	5



## IT support Tickets

IT Support Tickets	October	November	December	Quarter 4
Access Rights	2	0	3	3
Hardware	14	6	2	22
Software	71	47	72	190
Onboarding/Off Boarding	6	0	2	8
On-Site Visits	5	3	4	12
Cybersecurity	2	91	0	3
Total	100	57	81	238

Brief Analysis of Q4:

Tickets decreased due to the winter holiday seasons.

## Risk Management Summary

**AHA Claim Management:** In this quarter, the AHA Risk Management team received 23 Incident Reports

Incident Type by Quarter	Q4
Other (no damages)	12
Injury	0
Property	11
Public Safety	0
Vehicle	0
Cyber	0
<b>Grand Total</b>	23

Two property damage incidents were converted into insurance claims. One occurred at Linnet Corner and one occurred at Independence Plaza.

The total expenditure amount associated with the reported incidents during this quarter is currently estimated at approximately \$44,714.04, with a currently expected recovery rate of roughly 40% from claim reimbursements (subtracting deductibles and non-reimbursable expenses). These amounts

are subject to change as not all costs have been finalized.

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): \$7,538.12
- Equipment breakdown repairs (covered): \$8,557.30
- Security/Firewatch (covered): \$1,430
- Remediation and repairs (covered): \$26,670.62
- Loss of Rent (covered): \$518
- Current approximate expected recovery: \$17,773.52
- Current approximate net loss: \$29,940.52

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.
- Annual inspection and certification of the AHA main office fire extinguishers were completed in Q4.
- Backup generators are tested monthly in compliance with AHA's written Standard Operating Procedure (SOP).

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

- Confrontation Management training was presented to all staff.
- First Amendment Auditor training was presented to all staff.
- Naloxone bystander training was sent to all AHA staff members and to the LifeSTEPS staff stationed at North Housing.
- A flyer containing policy guidance for AHA staff for use in the event of interaction with law enforcement representatives was distributed to all staff and posted in staff areas of AHA's main office and South Shore Center office.

**Emergency Management:**

- Wall cabinets containing Naloxone have been mounted and stocked in the main office and at North Housing.
- Two cameras were repositioned in the lobby to eliminate partial blind spots.
- One additional lobby camera was installed to improve visibility of the front door and entrance area.
- One additional exterior camera was installed to establish a line of sight to the alcove outside the lobby.
- Emergency evacuation stair-chairs were placed at Linnet Corner, Estuary I, AHA's main office, and AHA's South Shore Center office.
- Signs indicating non-public areas have been posted at AHA's main office, AHA's South Shore Center office, and Independence Plaza.
- The layout of the Board of Commissioners meeting room at Independence Plaza underwent revision and now includes:
  - Separate entry doors for Board members and meeting attendees;
  - Stanchions with retractable belts separating the Board of Commissioners' and IT stations from the public attendee area;
  - Deployable signage differentiating AHA staff seats and public seats.

**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 Relations Manager



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: February 18, 2026

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

---

## **BACKGROUND**

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

## **DISCUSSION**

### **Island City Development**

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

### **Affordable Housing Project Pipeline**

The Housing Authority will complete lease up and stabilization activities for the newly constructed Estuary I (Lakehurst and Mosely LP) and Linnet Corner (Mabuhay and Lakehurst LP) properties in 2026. Lease up is complete at Estuary I and over 95% at Linnet Corner. Conversion to permanent financing for both properties is expected by September 2026. The shovel-ready Estuary II site for 46 apartments will continue to seek financing, subject to the availability of federal vouchers required for supportive housing units. HUD has not confirmed its 2026 budget yet, so tax credit applications for early 2026 may be impacted. It is hoped that Estuary II can begin construction in 2027 or later.

From a forward planning perspective, the Housing Authority will continue the entitlement process for The Poplar, located at 2615 Eagle in Alameda, in the hope that this family development can be ready to apply for financing opportunities starting in 2027. In addition, the Housing Authority hopes to begin the remaining infrastructure of the North



Housing Master Plan, to pave the way for the anticipated four hundred+ additional homes at that site.

The Housing Development department is also focused on preserving and upgrading its portfolio of older affordable homes in Alameda in 2026. A second construction project manager has been hired to help support this work to maintain existing apartments. The Parrot Village and Eagle Village properties will be refinanced in 2026 upon loan maturity.

- **North Housing Master Plan** – AHA has completed offsite work to support Block A of the North Housing Master Plan and is awaiting the warranty periods for East Bay Municipal Utility District and the City of Alameda. Staff is also working on the shared maintenance agreement for the private street at Lakehurst Circle, which continues to be owned by AHA but is maintained by the developments that use it including Estuary I, Linnet Circle, and the neighboring Admiral Cove development.
- **Feasibility Studies** – None at present.

#### Update on Rico Vista (1825 Poggi) Partnership

In 2022, AHA signed a regulatory agreement with the owners of Rico Vista to restrict the rents at between 74-132 apartments to levels affordable at 80% AMI for 55 years. In July 2022, approximately 80 apartments had been filled with qualified tenants. As of February 2026, the owner has notified AHA that it anticipates that 115 qualified households will benefit from this affordability this year. Rico Vista remains a mixed-income development, and there is the opportunity for an additional 17 apartments to be filled by qualified residents for reduced rents over time. These units are accessible to housing choice voucher tenants and when available, are listed on the housing choice voucher opportunity list on AHA's website.

#### New Funding Opportunities

AHA accepted a match to the Local Housing Trust Fund for renovations at Independence Plaza in December 2025 in the amount of \$359,475. The Alameda Affordable Trust Fund (AATF), operated by the Alameda Affordable Housing Corporation (AAHC) will need to provide a 3:1 match to utilize these funds. The funds must be encumbered by December 2030 and requested by March 31, 2034, at the latest.

#### Construction in Progress

A separate report to the Board tracks the many different activities that are underway to improve the portfolio. Housing Development and Property Management staff are currently working on the priorities for the Fiscal Year 2025 to 2026 budget cycle, as well as developing the budget for 2026-2027.

#### Community Relations

Staff publishes a periodic pipeline newsletter to communicate with interested parties,

most recently in November 2025.

Staffing

The HD department has filled the Construction Project Manager position to assist with portfolio repairs and upgrades. Staff recently issued a 2024-25 success poster regarding its work over the last two years.

**FISCAL IMPACT**

Not applicable.

**CEQA**

Not applicable.

**RECOMMENDATION**

Accept the Quarterly Overview Report for the Housing Development Department.

**ATTACHMENTS**

1. HD success poster 2024 -2025

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



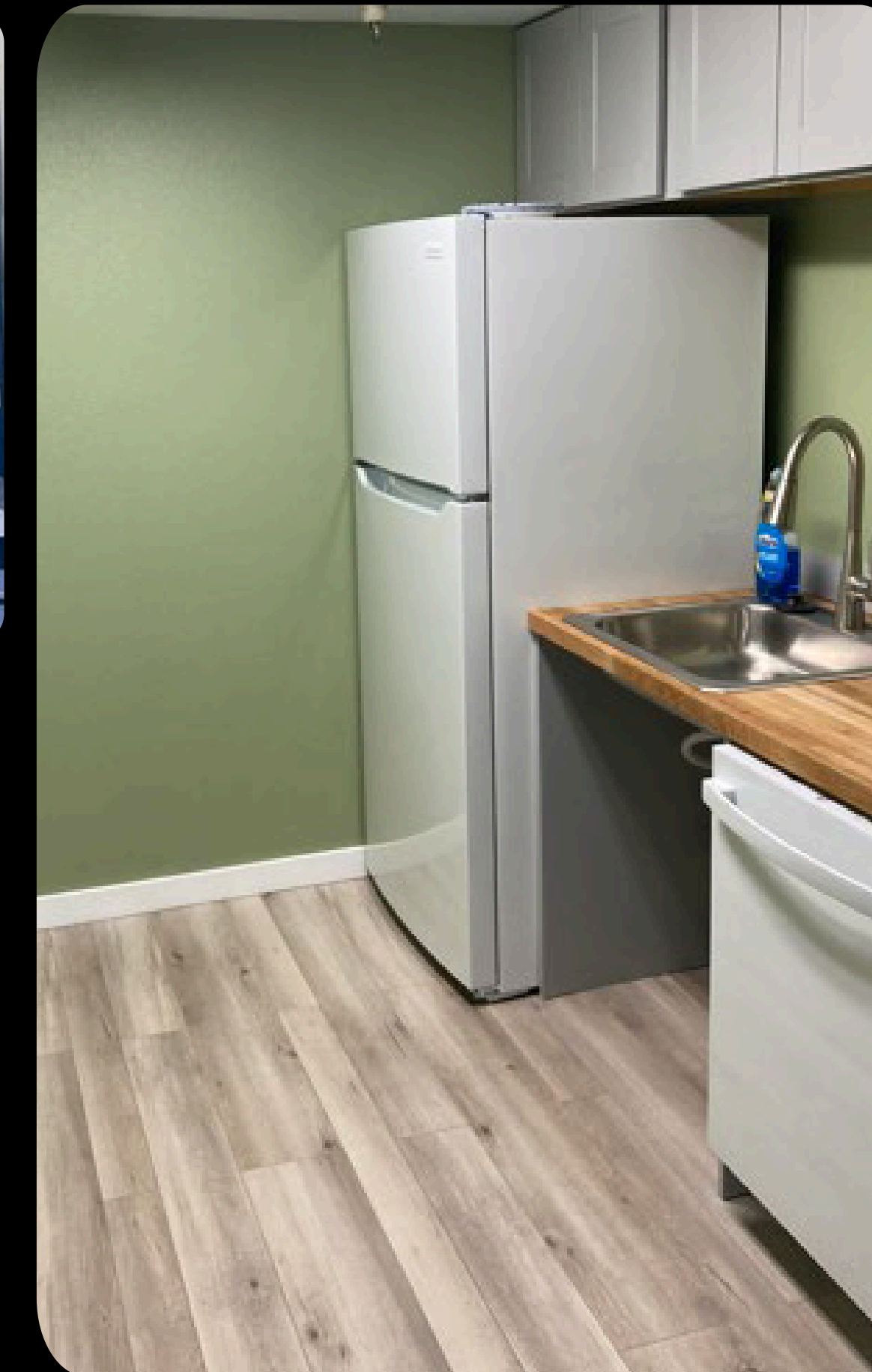
# DOERS GET IT DONE!

Achievements of the Housing Development Department in 2024 & 2025

## Financing

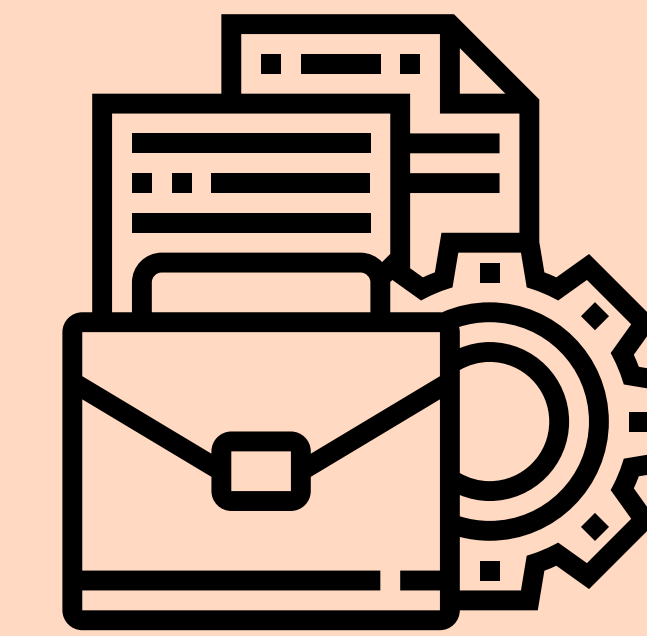


- Faircloth to RAD – transaction that preserved 120 units for low income seniors
- 2 construction closings totaling over \$100M
- 8+ finance applications submitted
- \$500K award from ECRG for The Poplar
- \$200K award from Home Depot Foundation for Linnet Corner
- 3 new financing sources
- 40+ loan draw requests for NH completed



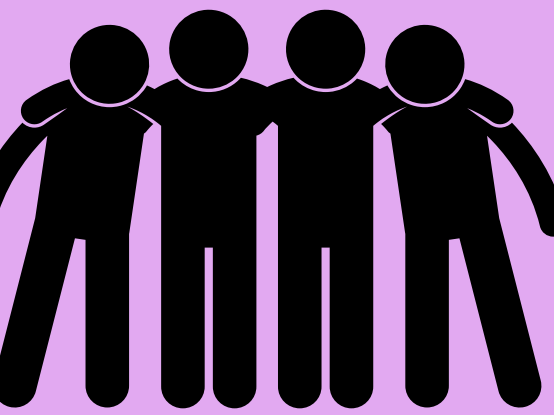
## Administrative

- 2 escrow closings occurred in 2024
- Staff written awards received national recognition
- 3 trainings on labor & wage reporting, soil disposition, & LIHTC compliance
- Hosted summer brown bag sessions on development & Affordable housing 101
- 1 full time summer intern & 4 part time interns during North Housing (NH) lease up.
- Annual department retreat focused on rehab, team building, & debriefing lessons learned from projects
- 22 solicitations and procurements completed
- Department moto “Adapt, Improve, Overcome”



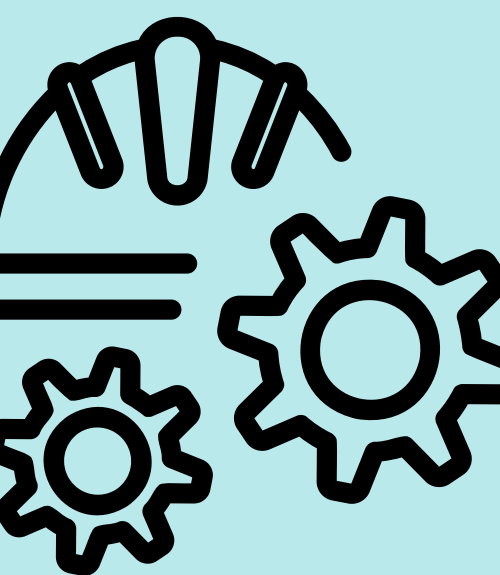
## Team Building

- 1 Housing Development Specialist hired
- 1 Construction Project Manager hired
- 3 housing conferences across the state
- Bi weekly meetings with icebreaker activities
- 5 celebratory boba walks were enjoyed
- Unlimited laughs had together over the years



## Construction In Progress

- Over \$3M spent in 2025
- 14 projects completed
- 5 projects in process
- Projects covered: ADA, siding & balcony repairs, compliance monitoring, guardrail updates, painting, sewer laterals, concrete repairs, etc.







Housing Authority  
of the  
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**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: Nancy Gerardin, Director of Property Operations

Date: February 18, 2026

Re: Accept the Quarterly Report on the Property Financials for properties owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending December 31, 2025.

## **BACKGROUND**

Below is a summary analysis of cash flow, debt service coverage ratio, vacancy rate, and operating expenses for the wholly owned assets managed by FPI Management. The below represents the 799 units owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the quarter ending December 31, 2025.

## **DISCUSSION**

Across the portfolio, all properties generated positive cash flow, and the portfolio-wide vacancy rate (not including the Estuary and Linnet) was 6.6% and the average Operating Expense (per unit per year) is \$10,116. Estuary I and Linnet Corner are in the lease-up and stabilization year with less than a full-year of stabilized data. Both lease-up properties, however, have positive operating cash flow.

	<b><u>IP</u></b>	<b><u>ABD</u></b>	<b><u>LJC</u></b>	<b><u>PG</u></b>	<b><u>PV</u></b>	<b><u>Rose</u></b>
Operating Cash Flow	3,409,389	943,967	338,329	113,116	1,012,061	621,017
Vacancy	6.7%	1.6%	2.5%	5.6%	13.6%	5.9%
Oper Exp (PUPY)	6,557	10,225	13,140	14,036	13,574	11,428
Debt Coverage Ratio	No Debt	No Debt	4.80	No Debt	8.82	2.46
	<b><u>EC</u></b>	<b><u>AHA SS</u></b>	<b><u>AAHC</u></b>	<b><u>CC</u></b>	<b><u>Esp</u></b>	<b><u>Eagle</u></b>
Operating Cash Flow	130,499	436,359	458,106	301,428	2,547,043	675,706
Vacancy	8.2%	8.4%	0.1%	14.9%	5.9%	6.9%
Oper Exp (PUPY)	13,968	9,434	11,231	10,434	11,441	9,655
Debt Coverage Ratio	1.74	No Debt	No Debt	No Debt	4.92	8.21

The key performance indicators (KPIs) used in this analysis include:





- Operating Cash Flow, which includes payment of debt service interest, does not include the financial impact of any capital activity (repairs eligible for replacement reserve reimbursement) and does not include any reserve reimbursement that has occurred.
- Debt Coverage Ratio is NOI divided by hard debt.
- Vacancy Rate, calculated as Vacancy Loss (in dollars) as a proportion of Gross Potential Rent (GPR). Vacancy was significantly impacted during this period due to the delay with access to the referrals from the Wait List.
- Operating Expenses are routine expenses and do not include mortgage payments, reserve deposits or depreciation. These are presented on a Per Unit Per Year basis.

### **FISCAL IMPACT**

No fiscal impact.

### **CEQA**

N/A

### **RECOMMENDATION**

Accept the Quarterly Report on the Property Financials for properties owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending December 31, 2025.

### **ATTACHMENTS**

None

Respectfully submitted,



Nancy Gerardin, Director of Property Operations



Housing Authority  
of the  
City of Alameda

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

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To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: February 18, 2026

Re: Approve the Quarterly Write-off, to December 31, 2025, 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 AHA, AAHC, and ICD. A final notice will be sent to the respective resident(s) before the outstanding balance is written off. The total amount to be written off is \$40,828.10 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 \$40,312.10 and ICD of \$516.00.

### **CEQA**

N/A

### **RECOMMENDATION**

Approve the Quarterly Write-off to December 31, 2025, of Uncollectible Accounts



Receivable from Former Residents.

**ATTACHMENTS**

1. BOC Attachment Item 11.O Q4 2025 Write Off 02.18.2026

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'NG' or similar initials, written in a cursive style.

Nancy Gerardin, Director of Property Operations

Legal Entity	Property Name	Reason for Move Out	Move Out Date	Amount of Bad Debt per reconciliation
AAHC	Independence Plaza	Death	11.1.2025	\$1,986.00
AAHC	Parrot Village	Eviction	10.6.2025	\$18,322.15
AAHC	Parrot Village	Moved out of area	11.17.2025	\$3,964.60
AAHC	Parrot Village	Moved out of area	10.25.2025	\$376.00
AAHC	Parrot Village	Moved out of area	11.17.2025	\$3,706.60
AAHC	Anne B. Diamant	Death	10.03.2025	\$1,249.00
AAHC	Anne B. Diamant	Death	12.14.2025	\$10,707.75
			<b>TOTAL AAHC</b>	<b>\$40,312.10</b>
ICD	Rosefield Village	Moved out of area	11.3.2025	\$516.00
			<b>TOTAL ICD</b>	<b>\$516.00</b>
AHA	N/A			
			<b>TOTAL AHA</b>	<b>\$0.00</b>
			<b>TOTAL</b>	<b>\$40,828.10</b>

ENTITY	Q3 2025 Bad Debt	Q2 2025 Bad Debt	Q1 2025 Bad Debt	Q4 2024 Bad Debt
AAHC	\$43,777.10	\$40,862.05	\$96,012.88	\$9,149.51
ICD	\$72,783.97	\$38,802.57	\$92,364.77	\$16,872.61
AHA	\$0.00	\$8,378.72	\$13,972.00	\$35,399.00
	<b>\$116,561.07</b>	<b>\$88,043.34</b>	<b>\$202,349.65</b>	<b>\$61,421.12</b>



Housing Authority  
of the  
City of Alameda

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**TTY/TRS:** 711

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---

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Chief Financial Officer

Date: February 18, 2026

Re: Accept the Quarterly Financial Report for the month ended December 31, 2025.

---

## **BACKGROUND**

This high-level finance memorandum covers preliminary unaudited financial operating results from July 1, 2025 through December 31, 2025 compared to the Board approved budget for the same period. The numbers presented are subject to change based on the adjustments by the agency's independent financial auditors (Novogradac and Company LLP), 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 predevelopment costs, are not included in this memorandum (with the exception of holdings costs on AHA's financial records). 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 December 31, 2025)
- (2) Balance Sheet as of December 31, 2025
- (3) Fiscal Year to Date Capital Improvement Plan tracking against spend (July 1, 2025 through December 31, 2025)



The following financial snapshot showcases Net Operating Income for the fiscal year to date (July 1, 2025 through December 31, 2025). 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	\$36,691,480	\$38,790,416	-\$2,098,936	-5%
Minus Expenses	-33,444,100	-38,145,312	4,701,212	12%
Net Income (Accrual Basis)	\$3,247,380	\$645,104	\$2,602,276	403%

Adjusting for Net Income (Accrual Basis) by removing depreciation, soft loan interest, and adding must-pay principal on mortgages, cash flow from operations is \$2,684,442 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 passthrough is still below the budgeted amount for fiscal year to date. 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) will sunset in 2026, although through the Restore-Rebuild conversion, additional vouchers were added in December 2024 that have been stabilizing the rental income of that property.

The following indicators showcase whether AHA has sufficient cash and investments to meet its near-term obligations (operating expenses). 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.

Indicator	Cash and Investments	YTD Expenses divided by Six (6) months	Months Covered
Cash+Investments divided by 1 Month Average	\$29,206,854	\$4,014,564	7.28

HAP Expense			
Cash+Investments divided by 1 Month Average Operating Expenses	\$29,206,854	\$1,446,267	20.19
Cash+Investments divided by 1 Month Average HAP and Operating Expenses	\$29,206,854	\$5,460,831	5.35

Furthermore, the leverage ratio of AHA/AAHC Debt (\$83,874,454) to AHA Assets (\$242,271,597) percentage of 34.62%, 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 FPI Management, Inc. (FPI) continue to work closely for reporting of all properties under management. As discussed in a prior finance memo, FPI Management, Inc. was acquired by the national property management firm Asset Living in the Summer of 2025. Due to this acquisition and integration of the FPI platform to Asset Living, positions such as accounting receivable analysts, property accountants, payroll specialists, human resource associates and recruiters were eliminated from the local California office in late 2025.

### Operations Budget – Revenue

Year-to-date Rental Income (Total Tenant Revenue) of \$9,333,132 is predominantly made up of Housing Assistance Payments (HAP) received for AHA/AAHC units and tenant rents received for these properties. Please note that the tax increment subsidy for Independence Plaza (which will sunset in 2026) is generally received as two lump sums from the City of Alameda every fiscal year, and recognized on a monthly prorated basis on the financial statements (accrual basis). The tenant portion of rents received is slightly higher than budget by \$34,771 (0.35%), with vacancies higher than budget by \$346,148 (121%), with a higher HAP subsidy received of \$507,527 (9%). Staff continues to monitor tenant and HAP income closely, and a HAP reconciliation effort continues to be in progress for all properties under 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 slightly lower than budget by \$20,848 (-9%). Other Grants (7089000) has not been received year to date (which

represents AUSD grant for The Poplar cost reimbursements). Total Other Income (7159000) is substantially higher than budget (\$323,606 or 113%) as the ICD services fee of \$300,000 was received by AHA in September 2025. Additionally, the Local Area Investment Fund (LAIF) interest is paid in arrears on a quarterly basis (January 2026 for the December 2025 quarter end) and therefore is presented below budget; this is a timing difference. 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 of Estuary I and Linnet Corner. It is expected that interest income will continue to be lower or on par in the upcoming months due to planned deployment of reserves as well as lower interest rates expected.

#### Expenses

Total operating expenses, including HAP and mortgage principal payments to AHA/AAHC lenders are lower period-to-date budget by \$4,701,212 (12.32%). HAP is lower than budget (discussed later as a passthrough). Additionally, operating expenses were lower this year due to staff vacancies, 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 December 31, 2025. During this time, there was limited capital work for the portfolio. As presented in the November 2025 Board meeting, rehabilitation work has started, such as the reroofing of 703 Atlantic (Independence Plaza) and soon 701 Atlantic (AHA Headquarters). It is anticipated that the spend will be \$380,000 and will be reported in the next quarterly finance memorandum. As of January 2026, balcony renovations (Lincoln House and China Clipper) are currently in plan check with the building department as of the date, and ADA Upgrades (Parrot Village, Parrot Gardens and Independence Plaza) are currently in architectural and engineering design. 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 \$1,598,467 (6%).

In November 2025, HUD has released additional reserves of \$1,384,300, as AHA is under HAP shortfall.

#### Statement of Net Position as of 12/31/2025

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 December 31, 2025, AHA, AAHC, and its affiliates have \$8.4 million in cash, and \$20.8 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 deficit.

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	12/31/2025	9/30/2025	Increase/Decrease
Restricted Property Funds	\$2,814,930	\$2,593,718	\$221,212
Restricted Federalized Funds (Family Self Sufficiency Escrow)	\$143,765	\$130,448	\$13,317
Cash-Subject to AHA Reserves Policy	\$26,248,159	\$24,298,804	\$1,949,355
[2] Total Restricted and Unrestricted Funds	\$29,206,854	\$27,022,970	\$2,183,884

In May 2022, the Reserves Policy was approved by the Board of Commissioners on the medium term plan to maintain adequate operating and HAP reserves and also for acquisition and development purposes. This Reserves Policy has been expanded since then (with the latest presented in May 2024) and it is expected that additional changes will be presented in early 2026. Within the Cash-Subject to AHA Reserves Policy amount above includes the undisbursed proceeds from The Poplar's predevelopment loan of approximately \$2,000,000 to Capital Impact (aka Community Housing), which was used to repay AHA's original outlay for acquisition and due diligence of The Poplar site from Alameda Unified School District.

#### OTHER ISSUES IMPACTING FINANCE DEPARTMENT

##### Federal Public Policy

On January 31, 2026, the federal government partially shutdown. During the shutdown, HUD operated under a plan for limited operations and continued to pay housing assistance payments and administrative fee to AHA. The February 2026 payments were received from HUD on February 2, 2026. The federal government reopened on February 3, 2026.

##### Satellite Office and Finance Staffing

The satellite office's lease has been extended through 2027 (with a possible extension

to 2029), which currently houses the finance and property operations departments. The Board approved the extension in the month of April 2024. Staff will bring the lease extension request to the Board in 2026.

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 will also engage an independent certified public accounting firm to support in internal review of financial statements. Staff will issue a request for proposals for additional finance consultants to assist on ad-hoc projects.

#### Alameda Housing Authority Audit

This will be presented to the AHA and AAHC Boards no later than March 2026. AAHC's financial information is consolidated with AHA, and therefore there are no separate audited financial statements. The audit work is currently ongoing.

#### Alameda Affordable Housing Corporation Tax

This will be presented to the AAHC Board no later than May 2026, with a filing due to the Internal Revenue Service and Franchise Tax Board by that date.

#### Island City Development Audit and Tax

The 2024 Consolidated ICD Audit and Tax Return was presented to the ICD Board in November 2025. Work for the upcoming December 31, 2025 low-income housing tax credit project audits and tax returns has begun with our CPA firms. Staff will target the 2025 Consolidated Audit and Tax Return for late summer/early fall 2026 completion.

#### Unfunded Pension Liabilities

Staff will present the actuarial reports as a component of the audited financial statements no later than March 2026. If there are any substantial deviations in the unfunded pension liabilities from expectations, staff will alert the Board and present potential action plans.

#### Budget

AHA's Fiscal Year 2025-2026 budget was approved by the Board in May 2025. The Fiscal Year 2026-2027 budget process will begin in early January 2026. The budget is expected to be presented to the Board in May 2026, but no later than June 2026.

#### Banking Activities

Check fraud occurred in 2025, and staff have alerted law enforcement and the bank to recoup the funds. There is sufficient insurance coverage to make AHA whole. AHA's insurance carrier has been alerted, and a claim was submitted. 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. New bank accounts are being created for Estuary I and Linnet Corner.

### 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 met with the County of Alameda Office of the Assessor in November 2025 and in early January 2026. It is expected that the refunds will be processed in early 2026.

### 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 Million. Early refinancing may be permitted without a fee starting in May 2026.

(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 Million

(3) City of Alameda loan for the Anne B. Diamant property — Maturity in November 2028 with a balloon payment of \$96,000.

### FISCAL IMPACT

For reporting only.

### CEQA

N/A

### RECOMMENDATION

Accept the Quarterly Financial Report for the Month ended December 31, 2025.

### ATTACHMENTS

1. EXHIBIT A - AHA + AAHC (JULY-DEC 2025) FISCAL YEAR BUDGET VARIANCE
2. EXHIBIT B - AHA + AAHC 12.2025 BALANCE SHEET
3. EXHIBIT C - CAPITAL IMPROVEMENT PLAN

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-Dec 2025

Book = Accrual

Account #	Account Name	PTD Actual	PTD Budget	Variance	% Var
7050000	TOTAL TENANT REVENUE	9,333,132	9,298,421	34,711	0.37
7069000	TOTAL FEDERAL GRANTS	220,353	241,201	-20,848	-8.64
7089000	TOTAL OTHER GRANTS	0	700,000	-700,000	-100.00
7159000	TOTAL OTHER INCOME	810,499	573,806	236,693	41.25
8100120	TOTAL HUD GRANT - ADMIN FEE + PASSTHROUGH	26,327,496	27,976,988	-1,649,492	-5.90
<b>8999000</b>	<b>TOTAL REVENUE</b>	<b>36,691,480</b>	<b>38,790,416</b>	<b>-2,098,936</b>	<b>-5.41</b>
9169000	TOTAL ADMINISTRATIVE	5,226,944	7,175,415	1,948,470	27.15
9219000	TOTAL TENANT/SOCIAL SERVICES/POLICE	343,773	831,294	487,521	58.65
9249000	TOTAL TENANT SERVICES	116,235	164,463	48,228	29.32
9399000	TOTAL UTILITIES	685,757	701,402	15,645	2.23
9499000	TOTAL MAINTENANCE	1,219,365	944,757	-274,607	-29.07
9698000	TOTAL GENERAL EXPENSES	774,577	886,431	111,854	12.62
<b>9699000</b>	<b>TOTAL OPERATING EXPENSES</b>	<b>8,366,650</b>	<b>10,703,761</b>	<b>2,337,111</b>	<b>21.83</b>
9700900	TOTAL MOD REHAB AND SPC EXPENSES + PORT - (NET INFLOW)	-895,783	0	895,783	N/A
9739000	TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER) - PASSTHROUGH	24,918,561	26,414,308	1,495,747	5.66
9859999	TOTAL OTHER EXPENSES	1,054,672	1,027,242	-27,430	-2.67
9993000	TOTAL OTHER FINANCING	0	0	0	N/A
<b>9996000</b>	<b>TOTAL EXPENSES</b>	<b>33,444,100</b>	<b>38,145,312</b>	<b>4,701,212</b>	<b>12.32</b>
<b>9998000</b>	<b>NET INCOME</b>	<b>3,247,380</b>	<b>645,104</b>	<b>2,602,276</b>	<b>403.39</b>
<b>ADD:</b>	<b>DEPRECIATION EXPENSE (NON-CASH EXPENSE ADDED BACK)</b>	<b>942,166</b>	<b>860,000</b>	<b>82,166</b>	<b>9.55</b>
<b>ADD:</b>	<b>SOFT LOAN INTEREST INCURRED BUT NOT CURRENTLY PAYABLE</b>	<b>22,296</b>	<b>22,296</b>	<b>0</b>	<b>0.00</b>
<b>LESS:</b>	<b>MORTGAGE PRINCIPAL REPAYMENTS (HARD DEBT)</b>	<b>285,348</b>	<b>285,348</b>	<b>0</b>	<b>0.00</b>
	<b>CASH FLOW FROM OPERATIONS</b>	<b>3,926,494</b>	<b>1,242,053</b>	<b>2,684,442</b>	<b>216.13</b>

Balance Sheet (AHA + AAHC)

**Balance Sheet**

Period = Dec 2025

Book = Accrual

A	B	C
Account #	Account Name	Balance Sheet
1000000	ASSETS	
1100000	CURRENT ASSETS	
1101000	CASH	
1110010	Cash - Unrestricted	4,379,301
1110012	Cash - Reserve for Building	170,254
1110018	Cash - Operating Checking with 3rd Party	1,221,839
1110019	Petty Cash with 3rd Party	5,500
1110020	Cash - Petty cash	1,250
1110030	Cash - FSS	143,765
1110040	Cash - Replacement Reserve Bldg	2,002,588
1130010	Cash - Restricted Other	42,126
1140050	Cash - Tenant Security Deposits with 3rd Party	456,198
<b>1199000</b>	<b>TOTAL CASH</b>	<b>8,422,820</b>
1200000	ACCOUNTS RECEIVABLE	
1210000	Accounts Receivable - PHA	2,261,116
1240010	Accounts Receivable - Government	188,248
1240070	Accounts Receivable- HUD	11,178
1250010	Accounts Receivable - Other	210,616
1250011	Accounts Receivable - Leases	267,767
1250020	Accounts Receivable - Owners	12,456
1250050	Accounts Receivable - 3rd Party Management	1,135,056
1255000	Subsidy Suspense Receivable	99,861
1260000	Accounts Receivable - Tenant	361,483
1260050	Accounts Receivable - Tenant Rent with 3rd Party	384,704
1261000	Allowance for Doubtful Accounts -Dwelling Rent	-389,043
1280000	Fraud Recovery	84,116
1281000	Allowance for Doubtful Accounts - Fraud	-83,399
1290000	Accrued Interest Receivable	0
<b>1299000</b>	<b>TOTAL ACCOUNTS RECEIVABLE</b>	<b>4,544,159</b>
1300000	INVESTMENTS AND OTHER CURRENT NOTES	
1310000	Investments(LAIF)- Unrestricted	13,191,352
1320010	Investments - Other ( <a href="#">Investment in LLCs</a> ) - Equity Method	-16,323
1350031	Investments - CAMP	7,592,683
1350100	Mortgage Receivable	38,035,425
1350101	Mortgage Receivable-AAHC	44,488,051
1350105	Loan Receivable-Security Deposit Loan	15,204
1350106	Loan Receivable - ICD	30,956,568
1350107	Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000
1350109	Loan Receivable - Section 8	1,790,000
<b>1360000</b>	<b>TOTAL INVESTEMENTS AND OTHER CURRENT NOTES</b>	<b>138,052,960</b>
1400000	PREPAID EXPENSES	
1420010	Prepaid Insurance - Property	31,235

Balance Sheet (AHA + AAHC)

**Balance Sheet**

Period = Dec 2025

Book = Accrual

A	B	C
Account #	Account Name	Balance Sheet
1420040	Prepaid Insurance - Worker Comp	96,594
1420050	Prepaid - Other	1,566
1420051	Prepaid Rent	5,813
1420070	Escrow Deposits - Property	3,000
1420095	Prepaid Expense - Management Company	329,543
1430010	Replacement Reserve	338,435
<b>1440099</b>	<b>TOTAL PREPAID EXPENSES</b>	<b>806,186</b>
1440105	INTERPROGRAM	
1440110	Interprogram (Due From)	4,111,078
1440111	Interprogram Due From Sherman St FACSA	-20,116
<b>1440899</b>	<b>TOTAL INTERPROGRAM</b>	<b>4,090,963</b>
<b>1500000</b>	<b>TOTAL CURRENT ASSETS</b>	<b>155,917,087</b>
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
<b>1629000</b>	<b>TOTAL LAND AND BUILDINGS</b>	<b>101,209,856</b>
1630040	Furniture and Equipment - Dwelling	244,548
1630041	Furniture and Equipment - Other	187,191
1650000	Leasehold Improvements	15,899,129
1660030	Accumulated Deprecation	-38,805,389
<b>1699000</b>	<b>TOTAL FIXED ASSETS</b>	<b>78,735,336</b>
1700000	ALL OTHER ASSETS	
1740000	Other Asset	-79,403
1740002	Other Asset - Lease	123,792
<b>1770000</b>	<b>TOTAL ALL OTHER ASSETS</b>	<b>44,389</b>
1800000	DEFERRED OUTFLOW	
1800200	Deferred Outflow of Resources - Pension	2,794,429
1800201	Deferred Outflow of Resources - OPEB	418,164
<b>1890000</b>	<b>TOTAL DEFERRED OUTFLOW</b>	<b>3,212,593</b>
1900000	CONSTRUCTION IN PROGRESS	
1900020	CIP - Building Improvements	137,552
1900030	CIP - Land Improvements	42,202
1900040	CIP - Acquisition-Legal	75,391
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
1900100	CIP - On Site Improvement	964,111
1900101	CIP - GC Gen Requirements/OH/Profit	587,129

Balance Sheet (AHA + AAHC)

**Balance Sheet**

Period = Dec 2025

Book = Accrual

A	B	C
Account #	Account Name	Balance Sheet
1900110	CIP - Offsite Improvement	580,225
1900125	CIP - Relocation cost-Temp	4,854
1900200	CIP - Admin Expenses(including postage & advertising)	1,433
1900210	CIP - Architectural & Engineering Fees	193,061
1900216	CIP - Survey Fees	34,628
1900217	CIP - Engineering Fees	67,139
1900230	CIP - Professional Services (Other)	160,542
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	163,785
1900315	CIP - Construction Loan - Fees	18,350
1900350	CIP - Loan Interest - Soft	96,706
1900407	CIP - Bond Issuance Fees	3,023
1900410	CIP - Environmental Testing & Reports	343,830
1900420	CIP - Permit & Fees (plan'g,build'g,public work,school dist)	657,018
1900430	CIP - Utilities Fees	15,757
1900440	CIP - Marketing Cost	963
<b>1919999</b>	<b>TOTAL CONSTRUCTION IN PROGRESS</b>	<b>4,362,193</b>
<b>1929999</b>	<b>TOTAL LONG TERM ASSETS</b>	<b>86,354,510</b>
<b>1999999</b>	<b>TOTAL ASSETS</b>	<b>242,271,597</b>
3000000	LIABILITIES AND EQUITY	
3005000	LIABILITIES	
3100000	CURRENT LIABILITIES	
3100500	ACCOUNTS PAYABLE	
3120010	Accounts Payable<= 90 Days	40,035
3120011	Accounts Payable -CALPERS (employee portion)	550
3120012	Accounts Payable-Health Insurance (employee portion)	832
3120014	Accounts Payable-Garnishment (employee portion)	-129
3120015	Accounts Payable-Vision Insurance (employee portion)	789
3120016	Accounts Payable-Life Insurance (employee portion)	-45
3120018	Accounts Payable-PARS retirement (employee portion)	-1,733
3120019	Accounts Payable-Flexible Spending Account(employee portion)	-764
3120021	Employees Cobra	-262
3120022	Accounts Payable-PERS 1959 Surv(Employee Portion)	41
3120023	Accounts Payable-FSA Transit Plan	338
3120024	Accounts Payable FSS	139,665
3120029	Accounts Payable - 3rd Party Management Company	90,245
3120030	Accrued Wage/Payroll Taxes Payable	0
3120040	Accrued Compensated Absences - Current Portion	206,281



Balance Sheet (AHA + AAHC)

**Balance Sheet**

Period = Dec 2025

Book = Accrual

A	B	C
Account #	Account Name	Balance Sheet
3120070	Accrued Payables	225,513
3120075	Accrued Accounts Payable - 3rd Party Management	0
3120080	Contracts - Retentions	451,491
3330020	Account Payable - HUD	16,142
3330100	Tenants- Rents Payable	9,100
<b>3339000</b>	<b>TOTAL ACCOUNT PAYABLE</b>	<b>1,178,088</b>
3400000	SECURITY DEPOSITS HELD	
3410010	Tenant Security Deposits	3,750
3410015	Tenant Security Deposits - held with 3rd Party Management	457,312
<b>3419000</b>	<b>TOTAL SECURITY DEPOSITS HELD</b>	<b>461,062</b>
3419900	OTHER LIABILITIES	
3420000	Prepay Tenant Rent	45,580
3421000	Prepay Tenant Rent - 3rd Party Management	30,169
3425000	Unearned Revenue	1,159,134
3430000	Current Portion of Long Term Debt - Capital Projects	8,551,592
3440000	Current Portion of GASB 87 Leases	147,557
<b>3449000</b>	<b>TOTAL OTHER LIABILITIES</b>	<b>9,934,033</b>
3470000	INTERPROGRAM	
3470050	Interprogram (Due to)	4,026,605
3471000	Due To/Due From Suspense Account	-5,978
<b>3480000</b>	<b>TOTAL INTERPROGRAM</b>	<b>4,020,627</b>
<b>3499000</b>	<b>TOTAL CURRENT LIABILITIES</b>	<b>15,593,810</b>
3500000	NON-CURRENT LIABILITIES	
3510100	Mortgage Loan Payable	14,502,200
3510130	Interest Payable - City of Alameda Loan	1,259,357
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	3,206,625
<b>3599000</b>	<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>68,280,644</b>
<b>3999000</b>	<b>TOTAL LIABILITIES</b>	<b>83,874,454</b>
4000000	Equity/Net Assets	
4000001	EQUITY	
4000100	DEFERRED INFLOW	
4001000	Deferred Inflow of Resources - Pension	474,895
4001001	Deferred Inflow of Resources - OPEB	580,233
4001002	Deferred Inflow of Resources - Leases	17,580,043

Balance Sheet (AHA + AAHC)

**Balance Sheet**

Period = Dec 2025

Book = Accrual

A	B	C
Account #	Account Name	Balance Sheet
<b>4900000</b>	<b>TOTAL DEFERRED INFLOW</b>	<b>18,635,171</b>
4999999	CONTRIBUTED CAPITAL	
5010000	Net Investment in Capital Assets	24,337,632
5090000	Unrestricted	113,167,595
5120000	Unrestricted	2,255,434
5120010	Net Restricted Assets	1,311
<b>5950000</b>	<b>TOTAL CONTRIBUTED CAPITAL</b>	<b>139,761,972</b>
<b>5999900</b>	<b>TOTAL EQUITY</b>	<b>158,397,143</b>
<b>6000000</b>	<b>TOTAL LIABILITIES AND EQUITY</b>	<b>242,271,597</b>

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

	A	B	C	D
1	PROPERTY (UNITS) Scope	PROJECTED COST	ACTUAL COSTS SPENT JULY-DEC 2025	VARIANCE
2	<b>Anne B. Diamant (65)</b>			
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	-	60,000
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	<b>AHA OFFICE</b>			
11	Lobby Elevator Phone Replacement (COMPLETED PRIOR FISCAL YEAR)	5,000	-	5,000
12	Re-Roof	100,000	-	100,000
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	<b>CHINA CLIPPER (26)</b>			
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	<b>EAGLE VILLAGE (42)</b>			
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	<b>EVERETTS COMMON (ISLAND CITY DEVELOPMENT)*</b>			
43	Exterior Trim/Posts Replacement	2,500	-	2,500
43a	(Not Presented with AHA Budget) - PEX Piping Replacement	PENDING	PENDING	PENDING
44	<b>ESPERANZA (120)</b>			
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	<b>INDEPENDENCE PLAZA (186)</b>			
56	ADA Renovations to Lobby Restrooms (IN PROGRESS)	50,000	19,037	30,963
57	Reroof 703 Community Room	20,000	-	20,000
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	<b>LINCOLN HOUSE (4)</b>			
66	Rear Unit Entry Landing Replacement (IN PROGRESS)	45,000	13,934	31,067

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

	A	B	C	D
1	PROPERTY (UNITS) Scope	PROJECTED COST	ACTUAL COSTS SPENT JULY-DEC 2025	VARIANCE
67	Front Landing/Guardrail Renovation (IN PROGRESS)	15,000	-	15,000
68	Remove Overgrown Tree in Front	6,000	-	6,000
69	Signage	600	-	600
70	<b>LINCOLN WILLOW (5)</b>			
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	<b>PARROT GARDEN (8)</b>			
77	Leasing Office ADA and Parking Upgrades (IN PROGRESS)	57,000	-	57,000
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	<b>PARROT VILLAGE (50)</b>			
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	<b>PARU HOUSE (1)</b>			
96	<b>SHERMAN HOUSE (9)</b>			
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	<b>STANFORD HOUSE (4)</b>			
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	<b>SUB-TOTAL (AHA/AAHC/ICD)</b>	<b>7,608,560</b>	<b>32,971</b>	<b>7,575,590</b>



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Janet Lee, Asst. Director of Finance

Date: February 18, 2026

Re: Accept the Quarterly Investment Report for the Period Ending  
December 31, 2025.

---

### **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 October 2025 through December 2025 earned will be presented in the January 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 (e.g. the mandated Replacement Reserve in connection with the Independence Plaza Restore-Rebuild conversion (formerly known as Faircloth to RAD)). 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 December 31, 2025 are:

<b>Activity</b>	<b>AHA-LAIF</b>	<b>AHA-CAMP</b>	<b>AAHC-CAMP</b>	<b>ICD-CAMP</b>
<b>Beginning Balance - September 30, 2025</b>	\$13,048,809	\$ 6,806,956	\$ 707,779	\$1,266,226
Interest Income	142,543	70,607	7,341	10,929
Deposits	-	-	-	-
Withdrawals	-	-		(700,000)
<b>Ending Balance - December 31, 2025</b>	<b>\$13,191,352</b>	<b>\$6,877,563</b>	<b>\$715,120</b>	<b>\$577,155</b>

The \$700,000 in withdrawal from ICD-CAMP (from the table above) was utilized to advance funds for Linnet and Estuary I's property taxes (\$200,000) and Estuary II related costs (\$500,000). These funds were deposited in ICD's operating bank account and is not presented in the table above.

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 and Eagle, there is an approximate \$8 million balloon payment due to PNC Bank in August 2026 (staff is in discussions on refinancing with the lender and is expected to bring a proposal back to the Board of AAHC by April or May of 2026). For The Poplar, approximately \$2 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 December 31, 2025.

**ATTACHMENTS**

1. Dec 2025 Quarterly LAIF Statement
2. Dec 2025 AHA CAMP Stmt
3. Dec 2025 AAHC CAMP Stmt
4. Dec 2025 ICD CAMP Stmt

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Janet Lee', with a stylized, cursive script.

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](http://www.treasurer.ca.gov/pmia-laif/laif.asp)



December, 2025 Statement

**ALAMEDA HOUSING AUTHORITY**

Attn: EXECUTIVE DIRECTOR  
701 ATLANTIC AVENUE  
ALAMEDA CA 94501

**Transactions**

<u>Effective Date</u>	<u>Transaction Date</u>	<u>Tran Type</u>	<u>Confirm Number</u>	<u>Web Confirm Number</u>	<u>Authorized Caller</u>	<u>Amount</u>
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**Account Summary**

Total Deposit:	0.00	Beginning Balance:	13,191,351.55
Total Withdrawal:	0.00	Ending Balance:	13,191,351.55





Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

## ACCOUNT STATEMENT

For the Month Ending  
**December 31, 2025**

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

#### 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 01/01/2026 for New Years Day.  
CAMP will be closed on 01/19/2026 for Martin Luther King Jr Day.

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

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

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



## Account Statement

For the Month Ending **December 31, 2025**

### 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.

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**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.

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**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.

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

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**MAY LOSE VALUE**



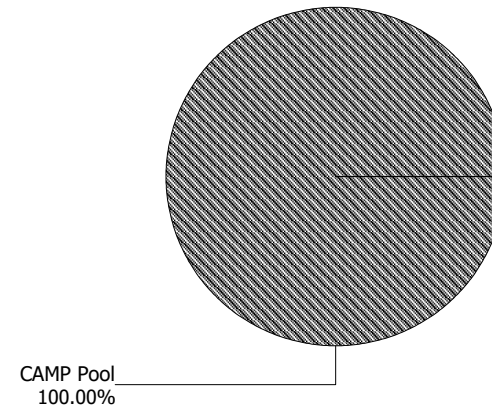
## Account Statement - Transaction Summary

For the Month Ending **December 31, 2025**

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

CAMP Pool	
Opening Market Value	6,854,591.44
Purchases	22,971.33
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$6,877,562.77</b>
Cash Dividends and Income	22,971.33

Asset Summary		
	December 31, 2025	November 30, 2025
<b>CAMP Pool</b>	6,877,562.77	6,854,591.44
<b>Total</b>	<b>\$6,877,562.77</b>	<b>\$6,854,591.44</b>
Asset Allocation		





## Account Statement

For the Month Ending **December 31, 2025**

Housing Authority of the City of Alameda (AHA) - Housing Authority of the City of Alameda (AHA) - 6044-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>6,854,591.44</b>
12/31/25	01/02/26	Accrual Income Div Reinvestment - Distributions	1.00	22,971.33	6,877,562.77
<b>Closing Balance</b>					<b>6,877,562.77</b>

	Month of December	Fiscal YTD July-December		
<b>Opening Balance</b>	6,854,591.44	2,434,739.37	<b>Closing Balance</b>	6,877,562.77
<b>Purchases</b>	22,971.33	4,442,823.40	<b>Average Monthly Balance</b>	6,855,332.45
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>	3.95%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>6,877,562.77</b>	<b>6,877,562.77</b>		
<b>Cash Dividends and Income</b>	22,971.33	142,823.40		



Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

## ACCOUNT STATEMENT

For the Month Ending  
**December 31, 2025**

### 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

#### Contents

Cover/Disclosures  
Summary Statement  
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](http://www.camponline.com)

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



## Account Statement

For the Month Ending **December 31, 2025**

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

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**NO BANK GUARANTEE**

**MAY LOSE VALUE**



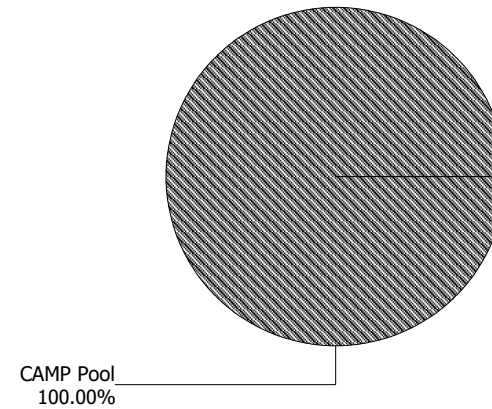
## Account Statement - Transaction Summary

For the Month Ending **December 31, 2025**

Alameda Affordable Housing Corporation - Alameda Affordable Housing Corporation

CAMP Pool	
Opening Market Value	712,731.61
Purchases	2,388.53
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$715,120.14</b>
Cash Dividends and Income	2,388.53

Asset Summary		
	December 31, 2025	November 30, 2025
<b>CAMP Pool</b>	715,120.14	712,731.61
<b>Total</b>	<b>\$715,120.14</b>	<b>\$712,731.61</b>
Asset Allocation		





## Account Statement

For the Month Ending **December 31, 2025**

Alameda Affordable Housing Corporation - Alameda Affordable Housing Corporation - 6278-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>712,731.61</b>
12/31/25	01/02/26	Accrual Income Div Reinvestment - Distributions	1.00	2,388.53	715,120.14
<b>Closing Balance</b>					<b>715,120.14</b>

	Month of December	Fiscal YTD July-December		
<b>Opening Balance</b>	712,731.61	0.00	<b>Closing Balance</b>	715,120.14
<b>Purchases</b>	2,388.53	715,120.14	<b>Average Monthly Balance</b>	712,808.66
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>	3.95%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>715,120.14</b>	<b>715,120.14</b>		
<b>Cash Dividends and Income</b>	2,388.53	15,120.14		





Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

## ACCOUNT STATEMENT

For the Month Ending  
**December 31, 2025**

### Island City Development

#### Client Management Team

##### Jeremy King

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

##### Rachael Miller

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

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Cover/Disclosures  
Summary Statement  
Individual Accounts

#### Accounts included in Statement

Island City Development

#### Important Messages

CAMP will be closed on 01/01/2026 for New Years Day.  
CAMP will be closed on 01/19/2026 for Martin Luther King Jr Day.

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

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

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



## Account Statement

For the Month Ending **December 31, 2025**

## 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 ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

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

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

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

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

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

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

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

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

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

**NOT FDIC INSURED**

**NO BANK GUARANTEE**

**MAY LOSE VALUE**



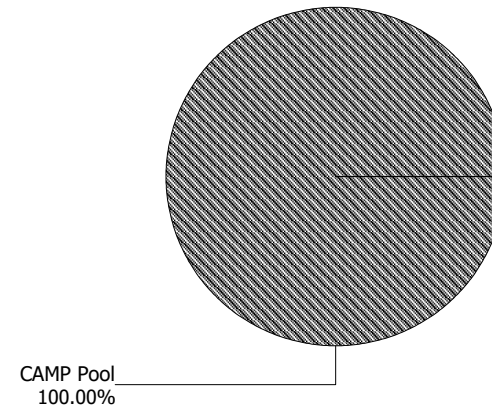
## Account Statement - Transaction Summary

For the Month Ending **December 31, 2025**

### Island City Development - Island City Development

CAMP Pool	
Opening Market Value	1,074,459.53
Purchases	2,695.19
Redemptions	(500,000.00)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$577,154.72</b>
Cash Dividends and Income	2,695.19

Asset Summary		
	December 31, 2025	November 30, 2025
<b>CAMP Pool</b>	577,154.72	1,074,459.53
<b>Total</b>	<b>\$577,154.72</b>	<b>\$1,074,459.53</b>
Asset Allocation		





## Account Statement

For the Month Ending **December 31, 2025**

Island City Development - Island City Development - 6103-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>1,074,459.53</b>
12/15/25	12/15/25	Redemption - ACH Redemption	1.00	(500,000.00)	574,459.53
12/31/25	01/02/26	Accrual Income Div Reinvestment - Distributions	1.00	2,695.19	577,154.72
<b>Closing Balance</b>					<b>577,154.72</b>

	Month of December	Fiscal YTD January-December		
<b>Opening Balance</b>	1,074,459.53	35,624.20	<b>Closing Balance</b>	577,154.72
<b>Purchases</b>	2,695.19	1,541,530.52	<b>Average Monthly Balance</b>	800,352.92
<b>Redemptions (Excl. Checks)</b>	(500,000.00)	(1,000,000.00)	<b>Monthly Distribution Yield</b>	3.95%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>577,154.72</b>	<b>577,154.72</b>		
<b>Cash Dividends and Income</b>	2,695.19	41,530.52		

To: Honorable Chair and Members of the Board of Commissioners

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

Date: February 18, 2026

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

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**BACKGROUND**

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

**DISCUSSION**

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

**FISCAL IMPACT**

There is no direct financial impact.

**CEQA**

Not applicable.

**RECOMMENDATION**

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

**ATTACHMENTS**

1. Attachment A - Records Destroyed Report

Respectfully submitted,



A handwritten signature in black ink, appearing to read "Sean Prevette". The script is cursive and somewhat stylized.

Sean Prevette, Asst. Director of Administration and Services

### Attachment A – Destroyed Records Report

Description of Contents	Record Retention Date (year)	Date Disposed
EIV documentation & Cyber Awareness Certifications for employees terminated 2021	2024	2/18/2025
Journal Voucher 1990	1997	2/5/2026
AP Vouchers 2019	2026	2/5/2026
AR Deposit - Tenant Checks 10/2018-12/2018	2025	2/5/2026
AR Deposit - Tenant Checks 1/2019-3/2019	2026	2/5/2026
Budget Variance Report - 2015	2022	2/5/2026
Payroll Preprocess Register - Cancelled Checks 7/2018-6/2019	2026	2/5/2026
Journal Entries 11/2018 - 3/2019	2026	2/5/2026
AP Invoices C-L 7/2018 - 6-2019	2026	2/5/2026
AP Invoices L-S 7/2018 - 6/2019	2026	2/5/2026
AP Invoices T-Z 7/2018 - 6/2020	2026	2/5/2026
Journal Entries 11/2018-3/2019	2025	2/5/2026
AR Deposit Tenant Checks 7/2018-9/2018	2025	2/5/2026
Journal Entries 7/2018-6/2019 (April - June 2019)	2026	2/5/2026
AP Invoices A-B 7/2018-6/2019	2026	2/5/2026
Payment Agreements 2001-2003; 1998	2010	2/5/2026
Payment Agreements 2004-2017	2024	2/5/2026
AP 6/2019 - 11/2019	2026	2/5/2026



Housing Authority  
of the  
City of Alameda

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

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: February 18, 2026

Re: Authorize the Executive Director to Execute a Third Contract Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Downs Pham and Kuei LLP for Additional Legal Services increasing the maximum contract amount by \$60,000 to the new maximum not to exceed contract amount of \$360,000.

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### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) contracted with Downs Pham & Kuei LLP for tax credit legal services regarding the affordable housing development at 2615 Eagle (The Poplar) in 2024 and added environmental legal services in amendments in 2025.

### **DISCUSSION**

Nixon Peabody LLP (Nixon) was approved by AHA as a subconsultant under Downs, Pham & Kuei LLP (DPK) to provide specialized environmental legal services. The Board approved Amendment No. 1 and 2 to the DPK contract for \$100,000, which memorialized the added legal services. Nixon's budget has been exhausted and needs to be replenished to cover required legal support through the entitlement phase.

Amendment No.3 will add \$60,000 to the DPK contract and, if approved, the new total not-to-exceed contract amount is \$360,000. Please refer to the attachment.

<u>DPK Contract</u>	<u>Amount</u>
Initial Contract	\$200,000.00
First Amendment	\$50,000.00
Second Amendment	\$50,000.00
Third Amendment	<u>\$60,000</u>
Total Contract	\$360,000.00

Funds were advanced in a legal retainer in 2025 on this contract. The consultant is asked to continue utilizing the retainer on invoices approved by AHA staff until fully





expended.

**FISCAL IMPACT**

The cost for additional legal services are within the available predevelopment budget for The Poplar. Pre-development expenses at The Poplar are currently being funded by City redevelopment funding and the Capital Impact BFF loan.

**CEQA**

Not applicable.

**RECOMMENDATION**

Authorize the Executive Director to Execute a Third Contract Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Downs Pham and Kuei LLP for Additional Legal Services increasing the maximum contract amount by \$60,000 to the new maximum not to exceed contract amount of \$360,000.

**ATTACHMENTS**

1. The Poplar - AHA\_DPK Legal Contract Amendment No.3

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

### **THIRD AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this 18th day of February 2026, by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA") and DOWNS PHAM & KUEI LLP, a limited liability partnership whose address is 235 Montgomery Street, 30<sup>th</sup> floor San Francisco, CA 94104 (hereinafter referred to as "CONSULTANT") is made with reference to the following:

#### **RECITALS:**

- A. On November 20, 2023, an agreement was made effective by and between AHA and Consultant (hereinafter "Agreement") for a not to exceed amount of \$200,000 with a contract term date of December 31, 2026.
- B. On February 19, 2025, the First Amendment was made effective to amend the compensation of the Agreement to a not to exceed amount to \$250,000.
- C. On May 21, 2025, the Second Amendment was made effective to amend the compensation of the Agreement to \$300,000.

AHA and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. The not to exceed amount for the entire Agreement shall be increased by Sixty Thousand Dollars (\$60,000) to be amended to Three Hundred and Sixty Thousand dollars (\$360,000) for services.
- 2. The Scope of Services included as Exhibit A-1 to the original agreement is hereby replaced in its entirety with the amended Scope of Services attached to this amendment as Exhibit A-2.
- 3. Consultant is directed to use previously advanced funds for any costs under this contract, including payments to Nixon Peabody until fully expended.
- 4. Consultant confirms that all work completed to January 30, 2026 has been invoiced and the invoices have been received by the AHA. No late invoices that are received after the execution of this amendment will be honored for payment for the period prior to January 30, 2026.
- 5. The effective date of this amendment shall be February 18, 2026.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

DOWNS PHAM KUEI

HOUSING AUTHORITY OF THE CITY OF  
ALAMEDA

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TUAN A. PHAM  
Partner

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SYLVIA MARTINEZ  
Director of Housing Development

---

Vanessa Cooper  
Executive Director

**EXHIBIT A-1**  
**SCOPE OF SERVICES**

LIHTC and Real Estate Legal Services for The Poplar.

Included services:

Services will generally commence with securing predevelopment financing and terminate upon closing of construction financing.

Site control from a related party.

Preparing and negotiating the following organizational and affiliate financing documents:

- (1) Resolutions for developer and its affiliates.
- (2) Formation partnership agreement for the project partnership.
- (3) Operating agreement of a single member LLC general partner, if applicable.
- (4) Escrow instructions and acquisition closing documents.
- (5) Review or drafting soft loan documents for up to 2 soft loans. To the extent there are additional financing sources, the Housing Authority and DPK can negotiate any appropriate adjustment in fees (for example, multiple loans from the Housing Authority and its affiliates using the same forms of documents may not require an adjustment or only a minimal adjustment, but additional loans from 3<sup>rd</sup> parties would likely require a material adjustment).
- (6) Miscellaneous agreements that are not subject to material negotiation such as, but not limited to, a general assignment of project documents and construction contracts.

Review and negotiate the syndication partnership agreement and related equity documents.

Prepare, negotiate and issue to the investor a customary partnership enforceability opinion.

Review and negotiate loan documents and, if applicable, bond documents.

Prepare, negotiate and issue a customary debt enforceability opinion with respect to the bond construction and permanent loan.

Generally addressing concerns and requests of investors and lenders.

Assisting with financing applications and attorney letters and opinions in connection therewith; provided that if there are multiple rounds of applications with material changes to the financing structure or applications, then the fee may be equitably adjusted.

Includes the following services, provided that the fee may be equitably adjusted if there are prolonged or extensive negotiations with multiple drafts:

- (1) Easements or maintenance agreements, if applicable
- (2) Assisting with architect, general contractor and similar agreements – provided that the fee may be equitably adjusted due to prolonged or extensive negotiations with multiple drafts
- (3) Environmental legal review and advice by Nixon Peabody in an amount not to exceed \$160,000.

Excluded services:

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



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

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To: Honorable Chair and Members of the Board of Commissioners

From: Siyuan (Steven) Zhou, Management Analyst

Date: February 18, 2026

Re: Accept this report and authorize the Executive Director to continue to budget for Yardi Systems Inc. through June 30, 2027, the end of the next budget cycle.

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### **BACKGROUND**

Contracts in excess of \$250,000 are to be approved by the Housing Authority of the City of Alameda (AHA) Board of Commissioners and the maximum contract period under our procurement procedures is 5 years. The contract for Yardi Systems, Inc. (Yardi) is currently approximately \$200,000 per year and automatically renews annually under the contract terms in the software agreement which is needed to receive the software systems.

### **DISCUSSION**

The Housing Authority of the City of Alameda (AHA) selected Yardi Systems, Inc. (Yardi) as its client database solution in 2002 after a competitive RFP process. The selection of this vendor was taken to the Board of Commissioners at that time and a contract was signed on November 7, 2002. In addition to providing the central database for the Housing Choice Voucher program, including the monthly submissions to HUD's secure systems, Yardi also provides additional services to AHA. The database system was upgraded on April 10, 2017 to the newest platform. This upgrade increased functionality of the program along with integration options including online portals for applicants, landlords, participants, and vendors. This software solution is the only one with so many online solutions fully launched. In February 2025, this software solution was updated to conduct risk based HQS in according to our MTW activities.

Currently, Yardi is also providing an e-Learning platform for all employees to obtain training on a wide variety of topics, including Yardi systems training, business writing, Excel training, and AHA policies, including the Employee Handbook. A Request for Proposals resulted in Yardi being selected as the provider of background checks and credit histories for AHA. This was a competitive process, and Yardi's proposal was the most cost-effective.



The annual contract for Yardi is approximately \$200,000 per year. As AHA has spent almost \$2.1 million on contracts over the last 20 years with Yardi, this memo is being provided to the Board of Commissioners to provide an update and request approval to continue these services for another year. A change in database can cost a significant amount, and there are very few platforms in the marketplace that can handle both the Housing Choice Voucher program requirements and Development requirements. A change to our database would result in significant loss of staff time due to data migration and training.

#### Summary of Yardi Contracts:

- November 7, 2002: signed original contract with no expiration date or do not exceed amount specified.
- October 13, 2014: signed an addendum for Fixed Assets and Inventory Control. No change to pricing or expiration date.
- January 22, 2015: signed an addendum for a 1-time fee to add wait list to Yardi. No change in contract ongoing pricing or expiration date.
- June 9, 2016: signed an addendum for a 1-time fee to add wait list to Yardi. No change in contract ongoing pricing or expiration date.
- August 15, 2016: signed an addendum to change to a SaaS Subscription Agreement. Changed expiration date to November 30, 2019 with an automatic renewal. Contract did not specify a do not exceed amount.
- September 20, 2016: signed an addendum to add Rent Café. Increased yearly fees, but did not change term.
- November 7, 2016: signed Screening Services Activation Agreement for criminal and credit histories. Did not change other contract.
- May 20, 2020: Added Rent Café and replaced Payment Processing system with newer version. Did not change other terms.
- April 24, 2022: Added Asset IQ. Did not change other terms.
- September 2, 2022: Added the ability to run the Work Number from Yardi. Cost based on number of transactions. No change to pricing or expiration date.
- June 26, 2024: Added income and asset verification. Cost based on number of transactions. No change to pricing or expiration date.
- August 20, 2024: Added Inspections IQ and removed Inspector General. Did not change other terms.
- December 2, 2024: Added Data Connect. Did not change other terms.

Due to difficulties with the Data Connect portal and FPI, AHA canceled the December 2024 amendment and received a full refund.

#### **FISCAL IMPACT**

The costs for Yardi are a budget item and are anticipated to be \$230,000 for the fiscal year ending June 30, 2027, and the above totals for all portals in Yardi are within budgeted amount.

**CEQA**

Not applicable.

**RECOMMENDATION**

Accept this report and authorize the Executive Director to continue to budget for Yardi Systems Inc. through June 30, 2027, the end of the next budget cycle.

**ATTACHMENTS**

None

Respectfully submitted,

*Steven Zhou*

Siyuan (Steven) Zhou, Management Analyst



Housing Authority  
of the  
City of Alameda

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**TTY/TRS:** 711

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To: Honorable Chair and Members of the Board of Commissioners

From: Ana Campos, Management Analyst

Date: February 18, 2026

Re: Conduct the Public Hearing for the Annual Plan and Moving to Work Supplement for Fiscal Year Starting July 1, 2026.

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### **BACKGROUND**

The Housing Authority of the City of Alameda's (AHA) Annual Plan, and Moving to Work (MTW) Supplement, collectively referred to herein as the Agency Plan, are documents mandated by and submitted to the U. S. Department of Housing and Urban Development (HUD). Along with the Agency Plan, AHA must submit a signed HUD form 50077-SL, "Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan."

As a Housing Choice Voucher (Section 8) only and High Performer agency, HUD allows AHA to submit a streamlined Annual Plan. An Annual Plan must be submitted every year.

In 2022, AHA was accepted into the Moving to Work (MTW) Demonstration Expansion under the Landlord Incentives Cohort to test the effectiveness of landlord incentives. AHA is required to comply with the MTW Operations Notice, published on August 28, 2020, while participating in the MTW Demonstration Program and as such, needs to submit an MTW Supplement with its Annual Plan every year.

HUD requires that the Agency Plan be made available for public comment for 45 days prior to the public hearing. The Agency Plan must be submitted to HUD 75 days prior to the start of the AHA's fiscal year, which is July 1, 2026.

### **DISCUSSION**

From October 2025 to December 2025, AHA staff met with AHA department directors to discuss and receive feedback on its proposed Agency Plan. Please refer to Attachment A for the proposed Annual Plan for fiscal year July 1, 2026 to June 30, 2027; Attachment B for the proposed MTW Supplement for fiscal year July 1, 2026 to June 30, 2027; and Attachment C for the HUD form 50077-SL, "Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated





Plan."

The Resident Advisory Board (RAB) for Fiscal Year 2026–2027, representing the interests of Housing Choice Voucher and Project-Based Voucher participants, was formed on November 5, 2025 and met on December 23, 2025, to review the proposed Agency Plan, which if approved by the Board of Commissioners and HUD will become effective on July 1, 2026. After the RAB meeting there were no changes to the proposed Agency Plan.

The Agency Plan was made available to the general public for comment on January 2, 2026, for a period of 45 days. During this period, the Agency Plan documents were posted on AHA's website, were available in hard copy in AHA's main office located at 701 Atlantic Ave., Alameda, CA 94501 at the front desk, and a public notice was published in the Alameda Journal. The public comment period started January 2, 2026 and ended February 16, 2026. AHA also permitted written communications to be received during the public comment period. As of the date of this Board meeting, no public comments have been received on the proposed Agency Plan. AHA staff will announce any members of the public wishing to provide comment during this public hearing.

The City of Alameda was also provided a copy of the Agency Plan along with HUD form 50077-SL, whereby the City has been requested to certify that the Agency Plan is consistent with the City's goals to provide more affordable housing. A signed copy of the City certification will be included as part of the agenda item recommending approval of the Agency Plan at the March 2026 Board of Commissioners meeting.

The action item before the Board of Commissioners today is to conduct a public hearing regarding its Annual Plan and Moving to Work Supplement for Fiscal Year starting July 1, 2026. This is the time and place for public input regarding the proposed Agency Plan.

### **FISCAL IMPACT**

There is no fiscal impact associated with this public hearing alone.

If the Agency Plans are approved by the Board and HUD, a small decrease in Housing Assistance Payment (HAP) expenditure is expected as AHA will be pro-rating HAP to cover a participant's residency through the actual lease end date rather than the end of the month of a lease ending. As of September 15, 2025, landlord incentives are currently suspended due to AHA's shortfall status. Any changes in incentive dollar amounts are for future applications and AHA will not be reinstating incentives at this time.

### **CEQA**

The public hearing is not subject to CEQA.

### **RECOMMENDATION**

Conduct the Public Hearing for the Annual Plan and Moving to Work Supplement for Fiscal Year Starting July 1, 2026.

**ATTACHMENTS**

1. Attachment A - Annual Plan FY 2026-2027
2. Attachment B - MTW Supplement FY 2026-2027
3. Attachment C - HUD-50077-SL
4. February 2026 Public Hearing Presentation

Respectfully submitted,

*Ana Campos*

Ana Campos, Management Analyst

<b>Streamlined Annual PHA Plan (HCV Only PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires: 09/30/2027</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low- income families.

**Applicability.** The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers (HCVs) and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or HCVs combined and is not PHAS or SEMAP troubled.

<b>A.</b>	<b>PHA Information.</b>
<b>A.1</b>	<p><b>PHA Name:</b> <u>HOUSING AUTHORITY OF THE CITY OF ALAMEDA</u> <b>PHA Code:</b> <u>CA062</u></p> <p><b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>07/2026</u></p> <p><b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</p> <p><b>Number of Housing Choice Vouchers (HCVs)</b> <u>1939</u></p> <p><b>PHA Plan Submission Type:</b> Annual Submission</p> <p><b>Public Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans.</p> <p>The Annual PHA Plan and Elements, for the period starting July 1, 2026 and ending June 30, 2027, are available at: 701 Atlantic Ave, Alameda, CA 94501. The Annual PHA Plan and Elements are also available at the Housing Authority of the City of Alameda's website at <a href="http://www.alamedahsg.org">www.alamedahsg.org</a>.</p>

	<input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a joint Plan and complete table below)				
	<b>Participating PHAs</b>	<b>PHA Code</b>	<b>Program(s) in the Consortia</b>	<b>Program(s) not in the Consortia</b>	<b>No. of Units in Each Program</b>
	Lead HA:				
<b>B.</b>	<b>Plan Elements.</b>				
<b>B.1</b>	<b>Revision of Existing PHA Plan Elements.</b>  a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y   N				
	<input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs. <input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources. <input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination. <input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management. <input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures. <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation. <input checked="" type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification.				
	(b) If the PHA answered yes for any element, describe the revisions for each element(s):  <p>The AHA obtained approval for Emergency Housing Voucher (EHV) holders to be automatically placed on the Housing Choice Voucher waiting list along with any other applicable preferences. EHV holders would first be placed on the Project-Based Vouchers waiting lists as these tend to have lesser waiting periods and allow for increased stability within our properties.</p> <p>During the last fiscal year, the Housing Authority of the City of Alameda (AHA) underwent a significant amendment to the annual plan and created a separate waiting list for the AHA's Family Unification Program vouchers. The AHA has also revised and consolidated its policies around terminations.</p>				

<p><b>B.2</b></p>	<p><b>New Activities.</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year?</p> <p>Y   N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project-Based Vouchers</p> <p>(b) If Project-Based Voucher (PBV) activities are planned for the applicable Fiscal Year, provide the projected number of PBV units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p> <p>The AHA is currently submitting funding applications for our new Estuary II project site, with an estimated 40 PBVs designated for senior/veterans/permanent supportive housing, extending housing opportunity in the city of Alameda.</p>
<p><b>B.3</b></p>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p><b>GOAL 1: EXPAND AND PRESERVE THE AVAILABILITY OF AFFORDABLE HOUSING IN THE CITY OF ALAMEDA</b></p> <p>As of August 2025, the Housing Authority of the City of Alameda (AHA) has completed the first phase of the North Housing Project, a 12-acre former Naval site. The first 109 units available across two buildings (Estuary I and Linnet Corner) have been provided to unhoused or formerly unhoused, seniors and/or military veterans, with onsite property management services provided by Asset Living (formerly known as FPI Management) and comprehensive case management provided by LifeSTEPS at Estuary I and Linnet Corner. The leasing process for Estuary I began on August 4, 2025, and is now 100% leased, providing 45 units of permanent supportive housing for formerly homeless individuals (including Housing Assistance Payments Contract (HAP) of 40 PBVs). The leasing process for Linnet Corner began on August 21, 2025 with 100% leasing expected by the end of December 2025, providing 64 affordable units of which 16 units will be for homeless veterans (including HAP of 40 PBVs). In September 2025, AHA and its many funders and community partners celebrated the completion of substantial public infrastructure with the opening of these units at North Housing. AHA is actively securing funding for Estuary II which will provide 46 units of permanent supportive housing for formerly homeless individuals. When complete, the North Housing Project will create 586 new affordable homes. AHA has two active projects in its pipeline including over one hundred units of family and permanent supportive housing apartments as part of projects referred to as Estuary II and the Poplar. During the 2024-25 fiscal year, AHA distributed \$188,992 worth of financial incentives to AHA's Housing Choice Voucher landlords as part of the landlord cohort under Moving-to-Work (MTW). Since the implementation of the landlord incentives through the MTW program, AHA has successfully brought on board 120 City of Alameda private market landlords to provide more affordable housing options to our low-income tenants. The AHA continues to refer landlords to the city's rental and residential rehabilitation program. Prior to opening AHA's waitlists in December 2024, AHA merged waitlists from families in 0-2 bedrooms waitlist and 3+ bedroom waitlists, fast-tracking lease-up efforts. AHA started conducting waitlist pulls and have referred applicants to sites such as Estuary I, Linnet Corner, and Independence Plaza. On June 5, 2023, the AHA was notified it was receiving an allocation of ten (10) Stability Vouchers (SV) effective July 1, 2023. As of December 2025, we have six(6) stability vouchers leased up. Early in 2024, AHA partnered with the Housing Authority of the County of Alameda (HACA), the Oakland Housing Authority (OHA), and the Department of Veteran Affairs, to get HUD approval to successfully reallocate 36 VASH (Veteran Affairs Supportive Housing) vouchers to the AHA for a total of 76 VASH vouchers. As of December, we have 70 vouchers leased, 3 outstanding VASH PBV units and one VASH voucher issued but not yet leased. In 2021, the Authority was awarded fifty-seven (57) Emergency Housing Vouchers (EHV) from HUD, 45 of which remain utilized due to the sunset of the program. This year, AHA received HUD notification of insufficient funding for the continuation of the EHV program. Funding ended ten years earlier than expected and AHA has explored alternatives to ensure continued housing assistance for these families. AHA has converted four (4) families from the EHV program to the Rental Assistance Demonstration Project Based Voucher (RAD PBV) program through the Restore Rebuild conversion, formerly known as Faircloth to RAD (Rental Assistance Demonstration). AHA will utilize all of its 120-</p>

unit Faircloth limit at Independence Plaza. Conversions of an initial 54 units began in December 2024 and will be converting to family units in the future. Any vacant 1-bedroom units will continue to be added via contract amendments until we reach the 120-unit cap. Property rehabilitation was finished according to the near-term capital improvements plan including the repair of the balconies at Independence Plaza and Anne B. Diamant as well as the replacement of the roof at Anne B. Diamant. Data from Capital Needs Assessments, appraisals, seismic reviews, and accessibility studies are being utilized to conduct financial feasibility analyses on Independence Plaza, China Clipper, and Esperanza regarding needs and opportunities for renovation. AHA plans to entirely re-roof Independence Plaza, its largest complex in 2026.

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

The AHA launched the Ombudsman program in 2021, which is a solution-oriented community resource available to all AHA tenants, program participants, landlords, and other community organizations that represent AHA tenants or clients. This program reinforces our existing educational materials and continues to provide resident supportive services for all tenants and participants in the programs operated by the Housing Programs Department. The AHA's nonprofit arts partner, Drawbridge, and City of Alameda Parks and Recreation Department Mobile Recreation Program have weekly activities for children living at all AHA properties with the Alameda Food Bank continues to provide food at these activities. Alameda Food Bank provides food and LifeSTEPS manages food distribution to AHA properties twice a month at two different properties, Anne B. Diamant and Independence Plaza. The Alameda Food Bank hosted a registration event on July 29, 2025 at Estuary I to enroll residents for Alameda Food Bank services and 19 residents signed up for services. A second registration event was held on September 16th and 16 more residents registered for Food Bank services. LifeSTEPS continues to conduct in-person meetings with residents to provide aid and link families to financial and social service agencies. Mastick Senior center staff are tabling at AHA senior properties starting with Anne B Diamant, Linnet Corner, Littlejohn Commons, and Independence Plaza. Other partnerships include the collaboration between AHA and the Oakland Roots & Soul resulting in 20 free game tickets for AHA residents at Rosefield Village and Parrot Gardens. Weekly after-school recreation programs continue at Esperanza Apartments, with the help of LifeSTEPS, Drawbridge and the City of Alameda Parks and Recreation Department. Also, over 50 AHA households with children under the age of 18 continue to utilize the free available membership to the Alameda Boys & Girls club. The Alameda County Transit (AC transit) provided an annual report on their 5-year transit agreement that serves Anne B. Diamant, Rosefield Village, Everett Commons, Lincoln Willow, and Senior condos showing an increase in new user ridership and overall boardings. Beyond these 5 properties, AHA expanded this program to Linnet Corner and Estuary I, so every head of household at both these buildings (109 total units) are eligible to receive a free AC Transit bus pass. The Resident Services Incentive Program, AHA's first ever rewards program for residents at AHA owned properties, ran from March 15, 2025 through June 30, 2025 which incentivized residents with gift cards to attend LifeSteps monthly programming. In total, 18 residents participated in the rewards program, with 14 of these residents attending 15 or more LifeSteps classes, workshops, or community activities. Feedback from residents is that they "appreciated the opportunity to engage and participate, and several expressed that they felt more connected to the community as a result." In addition, in September 2025, AHA collaborated with the City of Alameda and Its Electric to build the city's first building-powered public curbside EV charging station, using Everett Commons as a host site. The EV charger is designed for residents without garages and driveways and avoids the heavy infrastructure work typically required for curbside chargers. AHA's partnership with the City Zero Waste program has received positive feedback from residents and as of November 2025, 11 AHA properties have been visited by Zero Waste Program staff. At these site visits residents receive recycling totes and compost bins. The resources and education provided via the site visits at Esperanza Apartments and China Clipper has increased recycling and reduced waste by residents enabling AHA to reduce the weekly garbage collection pickups by Alameda County Industries resulting in \$60,000 property operations savings for AHA.

In October 2025, the AHA reinstated our in-person and online Rent Café Workshops to assist with resident portal access and registration. Landlord meetings and townhall meetings are conducted every quarter. The AHA also provides letters explaining available supportive services for those facing eviction and has quarterly social services meetings for all participants. Educational materials on Fair Housing laws and Reasonable Accommodation under the Americans with Disabilities Act is provided at briefings, terminations, and at various points of contact with applicants and participants. The Language Access Plan (LAP) update was completed in July 2025, and outreach continues to be conducted in all languages listed in the updated LAP. In June 2024, AHA partnered with Alameda Municipal Power

(AMP) to help program participants living in AHA-owned properties auto-enroll in the Energy Assistance Program, resulting in 25% monthly savings for these households.

Property Operations continues to take the lead and oversees operations with our contracted 3rd party management company and AHA staff are continuously conducting site walks identifying areas of improvement. The Housing Development department continues to rely on the 2022 Physical Needs Assessments (PNA) to identify necessary improvements highlighting any health and safety needs for short-term attention. In April 2025, AHA executed contracts to work on making Independence Plaza lobby and restrooms ADA accessible as well as completed accessibility renovations to the community room kitchen. In September 2025, a vendor was selected to begin renovations to make the community room kitchen at Anne B. Diamant Plaza ADA accessible.

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

The AHA continues to utilize, expand, and research automated accounting systems to improve overall performance. One example of this is the implementation of the AHA claim management process which streamlines claims related to incidents from incident reporting to insurance reimbursement. The AHA continues its use of a paperless system for invoice submittal and processing allowing for improved efficiencies in disbursement and document retention. Physical documents continue to be scanned through Laserfiche (LF) as well as the creation of forms to facilitate the exchange of requests and centralization of documents. There has been an increase in utilization of AHA’s on-line Landlord and Vendor Portals, as well as Yardi’s Rent Café portal including an increase in online reporting of income changes between recertifications for participants. The Human Resources department has significantly increased their use of LF Forms for incoming candidates, internal communications between employees and supervisors, and external communications.

To inform and educate the public, the AHA consistently distributes a quarterly tenant newsletter, development pipeline newsletter, and biennial newsletters for landlords and government officials and holds an annual workshop for landlords. The AHA continues to publicly present to the Alameda City Council and its commissions, and the Board of Alameda Unified School District (AUSD), as needed, and holds quarterly meetings with various local organizations. AHA has strengthened existing relationships, maintaining and expanding services by offering a landlord portal and redesigning AHA’s website to emphasize the importance of landlord participation. A recent customer survey produced by the AHA has shown that as many as 57% of all our landlords are utilizing our landlord portal, with as many as 217 landlords signing onto the portal in January 2025. A landlord survey was conducted in 2025 where a majority of surveyed landlords ranked overall quality of service received from AHA staff as meeting or exceeding expectations and all the surveyed landlords ranked both AHA staff politeness and staff knowledge as meeting or exceeding expectations.

The AHA received an executed Moving To Work (MTW) Amendment to the Annual Contributions Contract (ACC) dated March 23, 2022, officially designating AHA as an MTW Agency. AHA has spent the last few years studying the effects of landlord incentives in the Housing Choice Voucher program on the retention and recruitment of landlords. The AHA continues to run a total of 17 approved activities, with 12 initial activities implemented July 1, 2023, 2 additional activities implemented as of February 2024, and 3 more implemented in August 2024. AHA has standardized all contract rent increases to take effect every July 1 as well as allow self-certification of assets, thus reducing processing times and upon approval of the Fiscal Year 2026-2027 Annual Plan, landlords must submit a request to obtain landlord incentives, moving away from AHA automatically distributing incentives. AHA will require that landlords be new to the program to obtain the incentives for new units to the HCV program and incentive amounts will be made at the AHA’s discretion. To ensure fiscal responsibility, the AHA wishes to make changes to its HAP payments policy by changing payments made to landlords covering through the end of the month and instead adjust payments made through the day of move out of the unit or end of participation in the program. This would save the agency having to pay double funding on the same participant for the same time frames. The AHA is updating its reexamination schedule for residents where previously families receiving zero income or less than \$5,000 per adult annually in income were required to complete reexaminations annually. Only families with absolute zero income will be required to complete reexaminations annually, regardless of whether they fall under the MTW program or not, and all others will follow their original reexamination schedules.

The AHA utilizes Data Connect from Yardi which helps monitor the Housing Choice Voucher program metrics allowing AHA to combine financial data from both AHA and FPI for the properties to reduce staff time in preparing property reports. Key metrics from property management and the Housing Choice Voucher program are included in the monthly Board of Commissioners packet and available to the public. The AHA has received continued Family Self-Sufficiency (FSS) funding for 2025 and is contracted with a professional social services provider to offer



enhanced online services for FSS participants. The AHA continues to provide social services which are available to all participants, applicants, and tenants. These services include Legal Assistance, Housing Counseling, Fair Housing Consultation and Referral Services. The AHA presented a formal Reserves Policy to the Board of Commissioners in October 2021, with an amendment to the Reserves Policy in May 2022 and again in May 2024. This included an emphasis on sufficient operating and housing assistance payment reserves with preparation for future housing development and deferred maintenance of the existing real estate portfolio, while leveraging other sources of funds to further AHA's mission.

The AHA continues to review and update systems to ensure that it stays current with industry practices and up-to-date on system security. After rising concerns about ChatGPT, the AHA IT Governance Committee discussed the issue and in July 2023 the AHA prohibited the use of Artificial Intelligence (AI) technologies, including accessing websites like ChatGPT or similar platforms, and prevented the entry of AHA data into AI systems. This policy will protect sensitive data and personal identifying information (PII), maintain the integrity of proprietary and internal information, and ensure compliance with data protection regulations. Staff continue to update and expand standard operating procedures (SOPs) for AHA's IT-related operations, including the creation of new SOPs for recurring work orders in Yardi, processing IT support tickets, and other reoccurring functions. The AHA continues to implement a comprehensive cyber awareness program consisting of integrated software solutions to combat attacks and provides annual staff training to increase awareness of cyber-attacks along with expanded use of Multi-Factor Authentication (MFA) for its systems while expanding and optimizing its paperless and mobile integration, including online forms, automated communications, and online capability to complete regular recertifications, interim recertifications, and the intake process. The AHA contracted with several online platforms to transition into a paperless system with the implementation of Laserfiche forms, Civic Clerk to manage online Board of Commissioners agendas, moving vendors and landlords toward Electronic Funds Transfers (EFTs), and the purchasing of equipment to allow for hybrid meetings, and HR uses the Aspire platform for training purposes. The AHA has expanded its use of online platforms this past year with the inclusion of Acolad (translation services), Aberdine (captioning software) and DirectLine (call re-routing service for after-hours calls). The AHA is currently searching for software to manage the lobby and track customer service. The AHA has also opened Requests For Proposals (RFP) for vendors that provide background checks, Low Income Housing Tax Credit (LIHTC) recertifications, recruitment staffing, and 3rd party benefits administration. The HR department will be implementing a Human Resources Information System (HRIS) software system in 2026, which will automate onboarding processes and facilitate tracking of required documentation for new and existing employees.

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

The AHA continues its 6- to 12-month training plan process for new employees, with extensive cross training for all staff. Online training continues to be expanded, particularly for new hires, including agency policies and procedures, Yardi software training, and mandatory training such as Fair Housing, Sexual Harassment, cyber security training, customer service, safety trainings, and specialized software. The annual Brown Act training continues to be provided. In 2025, staff received training for the National Standards for the Physical Inspection of Real Estate (NSPIRE), allowing internal staff to become certified in conducting unit inspections. AHA staff also enroll in weekly Nelrod trainings provided through its membership in that organization. Trainings through Leibert Cassidy Whitmore (LCW) for manager development, legal obligations and best practices are continuously offered for exempt staff and those in potential supervisory positions. Other trainings included Naloxone safety training, National Center for Housing Management Tax Credit certification, Lead Based certification training, and Certificate of Insurance training. The AHA continues to encourage staff to identify opportunities for career development and training as well as participating in other mandatory departmental meetings. Monthly staff meetings are held in-person and include department reports each month to facilitate broader cross-agency communications, updates on work in progress, and presentations from our community partners Building Futures, 1st amendment auditor training, Lighthouse for the Blind, Slips, Trips, and Falls training, among others. HR provided office hours to discuss employee benefits offered. The Events Committee also plans and facilitates monthly staff events which promote staff interaction and foster job satisfaction including the recent Grand Opening of North Housing as well as the celebration of the 85th anniversary of the AHA. Compensation studies are conducted annually to keep AHA exempt and non-exempt salaries competitive with other similar government positions except for contract staff such as the Executive Director position. Ergonomic assessments are completed for all new hires, typically within two weeks, and for ongoing staff at their request to assess and improve



	<p>workspaces, including offering sit-stand desks to all staff requesting one. Over the last fiscal year, the AHA underwent organizational changes with the Administrative Services department now overseeing front lobby operations and Data and Policy managing our internal IT department. During this review period there were several new hires with 2 management analysts hired and 1 current management analyst transferred to the Data and Policy department; 1 program assistant hired, 1 Property Operations Specialist hired and 1 staff promoted to management analyst and transferred to the Property Operations department; 1 Housing Development Specialist hired under the Housing Development department, and other staff receiving promotions on either a permanent or acting basis. The AHA is continuing to grow and operates under a budgeted staff of 53 full-time employees with plans for more positions for assistant directors and housing specialists in the future. Currently the AHA has open positions in departments such as: Housing Programs, Asset Management, Property Operations, Finance, Human Resources and the Executive Departments.</p>
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<b>B.4</b>	<b>Capital Improvements.</b> – Not Applicable
<b>B.5</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y   N   N/A  <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<b>C.</b>	<b>Other Document and/or Certification Requirements.</b>
<b>C.1</b>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y   N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<b>C.2</b>	<p><b>Certification by State or Local Officials.</b></p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p>Certifications will be included as part of the public hearing.</p>

<b>C.3</b>	<p><b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p>Certifications will be included as part of the public hearing.</p>
<b>C.4</b>	<p><b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?  Y   N  <input type="checkbox"/>   <input type="checkbox"/></p> <p>(b) If yes, include Challenged Elements.</p> <p>The plan will be updated with any items that may have been challenged during the public comment period.</p>

## **Instructions for Preparation of Form HUD-50075-HCVAnnual PHA Plan for HCV-Only PHAs**

### **A. PHA Information.** All PHAs must complete this section (24 CFR 903.4).

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Public Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. Note: The number of HCV's should include all special purpose vouchers (e.g. Mainstream Vouchers, etc.) (24 CFR 903.23(e)).

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table (24 CFR 943.128(a)).

**B. Plan Elements.** All PHAs must complete this section (24 CFR 903.11(c)(3)).

**B.1 Revision of Existing PHA Plan Elements.** PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR 903.7(a)(2)(i)). Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy (24 CFR 903.7(a)(2)(ii)).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV (24 CFR 903.7(b)).

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program and state the planned use for the resources (24 CFR 903.7(c)).

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies (24 CFR 903.7(d)).

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA (24 CFR 903.7(e)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants (24 CFR 903.7(f)).

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval (24 CFR 903.7(k)).

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR 903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements (24 CFR 903.7(l)(iii)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan (24 CFR 903.7(s)(2)(i)).

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan (24 CFR 903.7(s)(2)(ii)).

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

**B.2 New Activities.** If the PHA intends to undertake any new activities related to these elements in the applicable Fiscal Year, mark “yes” for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark “no.”

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 24 CFR 983.55(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations (including if PBV units are planned on any former or current public housing units or sites), and describe how project-basing would be consistent with the PHA Plan (24 CFR 903.7(b)(3), 24 CFR 903.7(r)).

**B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan (24 CFR 903.11(c)(3), 24 CFR 903.7(s)(1)).

**B.4 Capital Improvements.** This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs.

**B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided (24 CFR 903.7(p)).

**C. Other Document and/or Certification Requirements.**

**C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations (24 CFR 903.13(c), 24 CFR 903.19).

**C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan (24 CFR 903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

**C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of 24 CFR 5.150 *et seq.*, 24 CFR 903.7(o)(1), and 24 CFR 903.15.

**C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public (24 CFR 903.23(b)).

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## **NOTE FROM THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

The Housing Authority of the City of Alameda (AHA) will be submitting form HUD-50075-MTW electronically through the Moving to Work (MTW) portal to HUD upon approval of its Board of Commissioners after a public process. Please find the original form HUD-50075-MTW on HUD's website at:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/mtw/expansion/mtwsupplement](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/mtw/expansion/mtwsupplement). This document contains the information in the HUD form, but in an easier to read format, including larger print in a format that will be accessible to persons with disabilities when posted online. Most of the instructions and questions in the document are copied directly from the form HUD-50075-MTW (01/2021).

## **EXPLANATORY NOTE TO PUBLIC REVIEWERS OF THE PROPOSED MOVING TO WORK SUPPLEMENT FILLABLE FORM**

The Moving to Work (MTW) Supplement collects information about policies implemented by MTW expansion agencies. MTW agencies use it to communicate their plans with residents and community stakeholders through required public comment processes, and HUD uses the information collected to monitor and evaluate the MTW demonstration program. MTW agencies will submit the MTW Supplement to HUD annually and amend as needed. HUD plans to make the MTW Supplement into a fillable form so as to reduce respondent burden and make the information collected more useful to HUD. When the MTW Supplement is available through the fillable form, it will include skip patterns<sup>1</sup> that prompt the user to populate only the sections relevant to what they are currently implementing. It will also include screening questions that will ask which waivers and associated activities they are currently implementing, plan to implement in the upcoming year, or will be discontinued in the submission year. The MTW Agency will be able to print the information from the MTW Supplement in a reader-friendly format in order to inform the public of its plans for the upcoming year. The purposes of the MTW Supplement are two-fold: it reports to HUD what is happening at the local level in a way that the Department can monitor and evaluate; and, more importantly, it informs the public about what the agency is planning and gives the public the ability to provide comment.

The MTW Supplement asks for information about each of the MTW Waivers and associated activities that are made possible by the MTW Operations Notice, Safe Harbor Waivers and Agency-Specific Waivers, and a few other types of information. MTW agencies will fill in information/data through a fillable form and the information collected will be stored in a database so that it can be analyzed by HUD. The approved forms will be posted to the MTW website for viewing by the public. For instance, it will be simple to find out how many MTW agencies and which MTW agencies are implementing each type of activity. It will also simplify reporting for the MTW agency since information will carry

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<sup>1</sup> A skip pattern is a question or series of questions associated with a conditional response.

over year-to-year in the fillable form so that information that does not change from year to year will be pre-populated, thereby reducing respondent burden.

This document lists the sections of the MTW Supplement and then presents the proposed questions to be included in the MTW Supplement for MTW agencies to answer annually. Throughout the online version, there will be a dropdown menu option that makes it clear as to which activities an agency is permitted to do within the safe harbors of the MTW Operations Notice, Appendix I, MTW Waivers.

### **Sections of the MTW Supplement:**

- A. PHA Information
- B. Narrative
- C. MTW Waivers and Associated MTW Activities
- D. Safe Harbor Waivers
- E. Agency-Specific Waivers
- F. Public Housing Operating Subsidy Grant Reporting
- G. MTW Statutory Requirements
- H. Evaluations
- I. MTW Certifications of Compliance

### **Information to be Collected for MTW Activities**

There are many MTW activities, subject to limitations as outlined in the MTW Operations Notice, that an MTW agency may implement. Each MTW agency will likely only engage in a subset of these MTW activities. The MTW Supplement will first ask MTW agencies to identify which MTW activities they are proposing to implement and which of those MTW activities they are already implementing. MTW agencies will subsequently be asked to provide information only about the MTW activities they are proposing to implement or are already implementing. This feature will reduce respondent burden. MTW waivers have associated MTW activities. MTW agencies are also able to combine MTW activities into their own initiatives.

MTW agencies will be asked for specific information about each MTW activity they are proposing to implement or are already implementing. There are six types of questions that could be asked about each MTW activity. The exact mix of questions will depend partly upon the MTW activity and partly upon the requirements for that MTW activity listed in the MTW Operations Notice. The six types of questions are:

- (1) Core—questions applicable to most MTW activities
- (2) Custom—questions specific to an individual MTW activity
- (3) Safe Harbor Waiver—questions asked when the MTW activity requires a Safe Harbor Waiver
- (4) Hardship Policy—questions asked when the MTW Operations Notice requires a hardship policy for the MTW activity
- (5) Impact Analysis—questions asked when the MTW Operations Notice requires an impact analysis for the MTW activity

(6) Agency-Specific Waiver—questions asked when the MTW activity requires an Agency-Specific Waiver

## Questions

The questions are presented below by type, beginning with the core questions. In the final online version of the MTW Supplement, the relevant questions from each type will be asked together in relation to each MTW activity the MTW agency is proposing to implement or is already implementing. The final online version of the MTW Supplement will be set up to allow for different versions of the same MTW activity—for instance, a different minimum rent for the non-elderly/non-disabled than for the elderly/disabled. The final online version of the MTW Supplement will also be able to autofill items with information from previous years. This feature will reduce respondent burden.

Table 1, at the end of this document, lists the MTW activities and indicates which types of questions need to be asked about each one.

## MTW SUPPLEMENT TO THE ANNUAL PHA PLAN

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

OMB. No. 2577-0226

Expires: 03/31/2024

**Purpose.** The Moving to Work (MTW) Supplement to the Annual PHA Plan informs HUD, families served by the PHA, and members of the public, about the MTW Waivers and associated activities that the MTW agency seeks to implement in the coming Fiscal Year and updates the status of MTW activities that have been previously approved. It also provides information about Safe Harbor Waivers, Agency-Specific Waivers, compliance with MTW statutory requirements, and evaluations. The MTW Supplement does not replace the PHA Plan. MTW agencies must continue to submit the applicable PHA Plan. MTW agencies that are not required to submit annual PHA Plans under the Housing and Economic Recovery Act of 2008 (HERA) must submit the MTW Supplement annually, in addition to holding public hearings, obtaining board approval, and consulting with Resident Advisory Boards (RABs) and tenant associations, as applicable, on planned MTW activities.

**Applicability.** Form HUD-50075-MTW is to be completed annually by all MTW agencies brought onto the MTW Demonstration Program pursuant to Section 239 of the Fiscal Year 2016 Appropriations Act, P.L. 114-113 (2016 MTW Expansion Statute) or legacy MTW agencies that chose to follow the requirements of the MTW Operations Notice.

**Definitions.** All terms used in this MTW Supplement are consistent with the definitions stated in the MTW Operations Notice, including:

- (1) **Local, Non-Traditional Activities (LNT)** – Those MTW activities that use MTW funding flexibility outside of the Housing Choice Voucher (HCV) and public housing programs established in Sections 8 and 9 of the U.S. Housing Act of 1937.

- (2) **Safe Harbors** – The additional parameters or requirements, beyond those specified in the MTW activity description itself found in the MTW Operations Notice, following each activity description, that the MTW agency must follow in implementing MTW activities.
- (3) **Substantially the Same Requirement** – A statutory MTW requirement that MTW agencies must continue to assist substantially the same total number of eligible low-income families as would have been served absent the MTW demonstration.

## A. PHA INFORMATION

- A.1 **PHA Name:** Housing Authority of the City of Alameda  
**PHA Code:** CA062  
**MTW Supplement for PHA Fiscal Year Beginning (MM/DD/YYYY):**  
07/01/2026  
**PHA Program Type:** ☐ Public Housing (PH) only  
☒ Housing Choice Voucher (HCV) only  
☐ Combined  
**MTW Cohort Number:** 4 (Landlord Incentives)  
**MTW Supplement Submission Type:**  
☒ Annual Submission  
☐ Amended Annual Submission

## B. NARRATIVE

### B.1 MTW Supplemental Narrative.

The narrative provides the MTW agency with an opportunity to explain to the public, including the families that it serves, its MTW plans for the fiscal year and its short and long-term goals.

The MTW agency should provide a description of how it seeks to further the three MTW statutory objectives during the coming Fiscal Year. Those three MTW statutory objectives are: (1) to reduce cost and achieve greater cost effectiveness in federal expenditures; (2) to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and (3) to increase housing choices for low-income families.

The Housing Authority of the City of Alameda (AHA) advocates for and provides quality, affordable, safe housing; encourages self-sufficiency; and builds community



partnerships. AHA's Vision Statement is: "The Housing Authority of the City of Alameda shall continue to be recognized for creatively seeking ways to expand the availability of affordable housing throughout Alameda, for caring professional staff, and excellent service."

During participation in the Landlord Incentives Cohort the AHA has used creative methods to encourage new landlord participation and continued landlord partnerships expanding housing choice for all voucher holders. During this cohort study, the AHA will continue to develop and maintain quality affordable housing for low-income residents, providing more housing choice along the entire spectrum of housing continuum. The AHA would like to design, implement, and sustain exceptional programs that invest in the residents to become self-sufficient through an array of educational, employment, and economic platforms including exploring the possibility of offering incentives to families to participate in training programs or increasing the ability of participants to attend community college or universities.

The AHA will strive to further the MTW statutory objective to reduce cost and achieve greater cost effectiveness in federal expenditures by continuing the activities proposed for FY 2022-2023 such as moving to a triennial reexamination and inspection schedule and allowing for the self-certification of assets and continuing activities proposed for FY 2023-2024 such as increasing rents for PBV units at AHA's fiscal year rather than the contract's anniversary date.

The AHA will strive to further the MTW statutory objective to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient by continuing the activities proposed for FY 2022-2023.

The AHA has used MTW funds flexibly to make Restore-Rebuild (formerly known as Faircloth-to-RAD) transactions feasible by supplementing the RAD rents as housing assistance payments or to pay for acquisition, rehabilitation or construction costs or contributing to development costs in another manner. The AHA is increasing housing choices for low-income families by using its Restore-Rebuild authorization to produce additional project-based vouchers at Independence Plaza and will continue to add PBV units via contract amendments to Independence Plaza until it has reached the 120 Restore-Rebuild authorization (Faircloth limit).

Effective January 1, 2024, MTW Activity 2022-01 2.b. Payment Standards – Fair Market Rents (HCV) was applied to Veteran Affairs Supportive Housing (VASH), Stability Voucher (SV), and Emergency Housing Choice Voucher (EHV) participants. On February 19, 2025, the AHA received approval from the Department of Housing and Urban Development (HUD) to apply MTW flexibilities under MTW Activity 2022-15 1.w. Alternative Income Inclusions/Exclusions (HCV), MTW Activity 2022-03 3.d. Self-Certification of Assets, and MTW Activity 2022-07 5.d. Alternative Inspection Schedule to its VASH, EHV, and SV programs. In the same letter of approval, the AHA received approval to apply MTW flexibilities under MTW Activity 2022-06 5.a. Pre-

Qualifying Unit Inspections to its EHV and SV programs (AHA doesn't need MTW approval to apply this activity to the VASH program as it is already allowed under the revised HUD-VASH Operating Requirements). After receiving approval from its Board of Commissioners, the AHA implemented the approvals received in its February 19, 2025 letter from HUD starting on April 17, 2025. Effective September 1, 2025, MTW Activity 2022-02 3b. Alternative Reexamination Schedule for Households (HCV) was applied to its VASH, EHV, and SV programs.

## **C. MTW WAIVERS AND ASSOCIATED ACTIVITIES**

**NOTE: MTW agencies are reminded that all MTW Waivers and associated activities must be implemented in accordance with the MTW Operations Notice and within its safe harbors unless a Safe Harbor or Agency-Specific Waiver approval is provided by HUD, in which case, the activity utilizing the Safe Harbor or Agency-Specific Waiver must be implemented in accordance with the terms of the approval.**

### **Screeners:**

For all MTW Waivers and Activities in Section C, the screening question listed below will be presented in the fillable form. This will allow the form to only display those waivers that input where is required.

Each waiver and activity will be listed with the following choices. If "Not Currently Implemented" is selected, the agency will not be shown any further questions for the activity.

- Currently Implementing
- Plan to Implement in the Submission Year
- Will be Discontinued in the Submission Year
- Was Discontinued in a previous Submission Year
- Not Currently Implemented

### **Core Questions:**

The following core questions apply to all of the MTW Waivers and associated activities listed in the MTW Operations Notice. The core questions collect basic information about any MTW activity proposed or implemented by MTW agencies.

- Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.
- MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?

- Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.
- Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?
- Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?
- Family Types. Does the MTW activity apply to all family types or only to selected family types?
- Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.
- Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?
- Does this MTW activity require a hardship policy?
- Does the MTW activity require an impact analysis?

#### **Custom Questions:**

Custom questions are tailored to each MTW activity. In what follows, the MTW activities are listed with their custom questions. The final online version of the MTW Supplement will be set up so that if an MTW activity is the same in the HCV and/or public housing programs, the MTW agency fills in the information for public housing, then the information is auto populated for the HCV program. MTW agencies are asked to fill in answers only to questions that are relevant to the MTW activities they propose to implement or are already implementing.

The Housing Authority of the City of Alameda (AHA) has previously submitted and been approved for the activities marked as “Currently Implementing”.

<b>1. Tenant Rent Policies</b>	
b. Tiered Rent (HCV)	Not Currently Implemented
d. Stepped Rent (HCV)	Not Currently Implemented
f. Minimum Rent (HCV)	Not Currently Implemented
h. Total Tenant Payment as a Percentage of Gross Income (HCV)	Not Currently Implemented
j. Alternative Utility Allowance (HCV)	Not Currently Implemented
l. Fixed Subsidy (HCV)	Not Currently Implemented
n. Utility Reimbursements (HCV)	Not Currently Implemented
o. Initial Rent Burden (HCV)	Not Currently Implemented
q. Impute Income (HCV)	Not Currently Implemented
s. Elimination of Deduction(s) (HCV)	Not Currently Implemented
u. Elimination of Deductions (HCV)	Not Currently Implemented

<b>1. Tenant Rent Policies</b>	
w. Alternative Income Inclusions/Exclusions (HCV)	Currently Implementing

<b>2. Payment Standards and Rent Reasonableness</b>	
a. Payment Standards – Small Area Fair Market Rents (FMR) (HCV)	Not Currently Implemented
b. Payment Standards – Fair Market Rents (HCV)	Currently Implementing
c. Rent Reasonableness – Process (HCV)	Not Currently Implemented
d. Rent Reasonableness – Third Party Requirement	Not Currently Implemented

<b>3. Reexaminations</b>	
b. Alternative Reexamination Schedule for Households (HCV)	Currently Implementing
d. Self-certification of Assets (HCV)	Currently Implementing

<b>4. Landlord Leasing Incentives</b>	
a. Vacancy Loss (HCV-Tenant-Based Assistance)	Currently Implementing
b. Damage Claims (HCV-Tenant-Based Assistance)	Not Currently Implemented
c. Other Landlord Incentives (HCV-Tenant-Based Assistance)	Currently Implementing

<b>5. Housing Quality Standards (HQS)</b>	
a. Pre-Qualifying Unit Inspections (HCV)	Currently Implementing
b. Reasonable Penalty Payments for Landlords (HCV)	Not Currently Implemented
c. Third-Party Requirement (HCV)	Not Currently Implemented
d. Alternative Inspection Schedule (HCV)	Currently Implementing

<b>6. Short-Term Assistance</b>	
b. Short-Term Assistance (HCV)	Not Currently Implemented

<b>7. Term-Limited Assistance</b>	
b. Term-Limited Assistance (HCV)	Not Currently Implemented

<b>8. Increase Elderly Age (PH &amp; HCV)</b>	
a. Increase Elderly Age (HCV)	Not Currently Implemented

<b>9. Project-Based Voucher Program Flexibilities</b>	
a. Increase PBV Program Cap (HCV)	Currently Implementing
b. Increase PBV Project Cap (HCV)	Currently Implementing
c. Elimination of PBV Selection Process for PHA-Owned Projects without Improvement, Development, or Replacement (HCV)	Currently Implementing
d. Alternative PBV Selection Process (HCV)	Not Currently Implemented
e. Alternative PBV Unit Types (Shared Housing and Manufactured Housing) (HCV)	Not Currently Implemented
f. Increase PBV HAP Contract Length (HCV)	Not Currently Implemented
g. Increase PBV Rent to Owner (HCV)	Not Currently Implemented
h. Limit Portability for PBV Units (HCV)	Not Currently Implemented

<b>10. Family Self-Sufficiency Program with MTW Flexibility</b>	
a. HCV Waive Operating a Required FSS Program (HCV)	Not Currently Implemented
b. HCV Alternative Structure for Establishing Program Coordinating Committee (HCV)	Not Currently Implemented
c. HCV Alternative Family Selection Procedures (HCV)	Not Currently Implemented
d. HCV Modify or Eliminate the Contract of Participation (HCV)	Not Currently Implemented
e. HCV Policies for Addressing Increases in Family Income (HCV)	Not Currently Implemented

<b>11. MTW Self-Sufficiency Program</b>	
a. HCV Alternative Family Selection Procedures (HCV)	Not Currently Implemented
b. HCV Policies for Addressing Increases in Family Income (HCV)	Not Currently Implemented

<b>12. Work Requirement</b>	
b. Work Requirement (HCV)	Not Currently Implemented

<b>13. Use of Public Housing as an Incentive for Economic Progress (PH)</b>	Not applicable
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<b>14. Moving On Policy</b>	
a. Waive Initial HQS Inspection Requirement (HCV)	Not Currently Implemented
b. HCV Allow Income Calculations from Partner Agencies (HCV)	Not Currently Implemented
c. HCV Aligning Tenant Rents and Utility Payments Between Partner Agencies (HCV)	Not Currently Implemented

<b>15. Acquisition without Prior HUD Approval (PH)</b>	Not applicable
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<b>16. Deconcentration of Poverty in Public Housing Policy (PH)</b>	Not applicable
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<b>17. Local, Non-Traditional Activities</b>	
a. Rental Subsidy Program	Not Currently Implemented
b. Service Provision	Not Currently Implemented
c. Housing Development Programs	Currently Implementing

Core and Custom Question Answers for Activities Plan to Implement in Submission Year or Currently Implemented:

<b>1.w. Alternative Income Inclusions/Exclusions (HCV)</b>
Currently Implementing
<p>ACTIVITY 2022-15: The AHA will exclude income from United Way Bay Area's (UWBA) Community-Based Roads to Prosperity program which is a privately funded guaranteed basic income (GBI) pilot program in Alameda County, California. In late 2024, 100 families were randomly selected from SparkPoint Centers based in Oakland, Fremont, and Hayward and provided \$18,000 in unconditional cash transfers over the course of 18 months. Starting November 15th, 2024, families under UWBA's Community-Based Roads to Prosperity program received \$3,000 in their first payment, followed by \$1,000 for the next 12 months, with amounts tapering for the final 6 months (as the \$18,000 is reached). Payments should end May 15, 2026. The AHA excludes these payments from the income review and rent calculation process of applicants or participants receiving these payments.</p> <p>Since the onset of the fiscal year, the City of Alameda has ceased their Guaranteed Basic Income Pilot Program (Rise Up Alameda) and is no longer being distributed as another potential source of income for program participants.</p>
<p>This MTW activity serves the following statutory objectives:</p> <p><input type="checkbox"/> Cost effectiveness</p> <p><input checked="" type="checkbox"/> Self-sufficiency</p>

<b>1.w. Alternative Income Inclusions/Exclusions (HCV)</b>
<input type="checkbox"/> Housing Choice
<p>This MTW activity has the following cost implications:</p> <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input checked="" type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <input checked="" type="checkbox"/> to all assisted households <input type="checkbox"/> only to a subset or subsets of assisted households
<p>What inclusions or exclusions will be eliminated, modified, or added?</p> <p>Guaranteed Basic Income Pilot Program - United Way Bay Area's (UWBA) Community-Based Roads to Prosperity program</p> <p>Since the onset of the fiscal year, the City of Alameda has ceased their Guaranteed Basic Income Pilot Program (Rise Up Alameda) and is no longer being distributed as another potential source of income for program participants.</p>
<u>This MTW activity does not require a Safe Harbor Waiver.</u>
<u>This MTW activity does not require a hardship policy.</u>
<u>This MTW activity does not require an impact analysis.</u>
<p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p> <p>The AHA implemented this activity on July 1, 2023 and payments for the Guaranteed Basic Income Pilot Program were distributed starting in late 2024. As of April 17, 2025, the AHA has implemented this activity to the VASH, EHV, and SV programs.</p>
<b>2.b. Payment Standards – Fair Market Rents (HCV)</b>
Currently Implementing
<p>ACTIVITY 2022-01: The Housing Authority of the City of Alameda strives to house families in a small community in the Bay Area. The area is perceived to be one with good schools, high quality local businesses, picturesque neighborhoods, and a caring, involved community resulting in families wanting to rent or buy in the area resulting in high housing costs and limited housing choice. Payment standards set between 80% to 150% of FMR will hopefully allow the market to cap rents through rent reasonableness testing and not the payment standards.</p>

<b>2.b. Payment Standards – Fair Market Rents (HCV)</b>
Currently Implementing
<p>If the payment standard amount is increased during the term of the HAP contract, the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family at the interim or regular reexamination, whichever comes first.</p> <p>The Alameda Housing Authority has Waived: 24 CFR 982.505 (c) (4), which falls under 2.b. MTW waiver, 2.b. Payment Standards – Fair Market Rents (HCV). CFR982.503-505 and 983.301. This request will allow owners to request rent increases during the HAP contract and the payment standard to be updated to the current one if higher than the one used at the last annual.</p>
Custom Question: Please explain the payment standards by FMR.
The agency may apply a payment standard between 80% and 150% of FMR.
<p>This MTW activity serves the following statutory objectives:</p> <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing Choice</p>
<p>This MTW activity has the following cost implications:</p> <p><input type="checkbox"/> Neutral</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input checked="" type="checkbox"/> Increased expenditures</p> <p><input type="checkbox"/> Decreased expenditures</p>
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <p><input checked="" type="checkbox"/> to all assisted households</p> <p><input type="checkbox"/> only to a subset or subsets of assisted households</p>
This MTW activity does require a Safe Harbor Waiver.
<p>This MTW activity does require a hardship policy.</p> <p>Hardship policy will be uploaded here, but please see Payment Standards Outside FMR Hardship Policy.</p>
The hardship policy does not apply to more than this MTW activity.
The MTW agency has not modified the hardship policy since the last submission of the MTW Supplement.
<p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p> <p>0 hardship requests received during the most recently completed PHA fiscal year.</p>



<b>2.b. Payment Standards – Fair Market Rents (HCV)</b>
Currently Implementing
This MTW activity does require an impact analysis. Impact analysis will be uploaded here, but please see Payment Standard Impact Analysis.
The impact analysis does not apply to more than this MTW activity.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.
The AHA implemented this activity on July 1, 2023 and since then the AHA went through the significant amendment process to allow increases in payment standards to be applied at the interim or regular reexamination, whichever comes first. In the most recently completed fiscal year (July 1, 2024 to June 30, 2025) the AHA kept payment standards at 120% of the 2024 FMR. The payment standards were not updated with the 2025 FMR's.
This activity has not been discontinued and is not planned to be discontinued.

<b>3.b. Alternative Reexamination Schedule for Households</b>
Currently Implementing
<p>ACTIVITY 2022-02: The AHA has switched to a triennial reexamination schedule for all households except families receiving zero income. Effective September 1, 2025, this activity includes VASH, SV and EHV participants. AHA will check for families meeting the zero income conditions twice a year (normally January and July) and schedule an annual reexamination as appropriate.</p> <p>Households are only allowed 1 interim reexamination every calendar year for an income decrease of more than 10% from the reexamination or interim, whichever was conducted last.</p> <p>Increases and cumulative increases between regular reexaminations resulting in more than a 10% income increase need to be reported when the 10% level is reached.</p> <p>If the payment standard increases when an interim is conducted, the AHA will use the new payment standard to be effective at the interim effective date as allowed under HOTMA.</p>
<p>Custom Question: What is the recertification schedule?</p> <p><input type="checkbox"/> Once every two years</p> <p><input checked="" type="checkbox"/> Once every three years</p> <p><input type="checkbox"/> Other</p>
<p>Custom Question: How many interim recertifications per year may a household request?</p> <p><input type="checkbox"/> 0</p> <p><input checked="" type="checkbox"/> 1</p> <p><input type="checkbox"/> 2 or more</p>
<p>Custom Question: Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.</p> <p>The AHA is limiting households to one interim per calendar year if the household gross income has decreased by 10% or more.</p> <p>If a household would like to receive an interim for an income decrease of less than 10% or has already received an interim in the calendar year and would like a second interim, the household may submit a hardship request if:</p> <ul style="list-style-type: none"> <li>• The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings other assistance; OR</li> <li>• The family has experienced an increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items.</li> </ul>
<p>This MTW activity serves the following statutory objectives:</p>

<b>3.b. Alternative Reexamination Schedule for Households</b>
<input checked="" type="checkbox"/> Cost effectiveness <input checked="" type="checkbox"/> Self-sufficiency <input type="checkbox"/> Housing Choice
This MTW activity has the following cost implications: <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input checked="" type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input type="checkbox"/> to all assisted households <input checked="" type="checkbox"/> only to a subset or subsets of assisted households Does not apply to zero income households.
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does require a hardship policy Alternative Reexamination Schedule Hardship Policy.
The hardship policy does not apply to more than this MTW activity.
The MTW agency has not modified the hardship policy since the last submission of the MTW Supplement.
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?  5 hardship requests have been received during the most recently completed PHA fiscal year. Of these, only 2 were approved (one for long term hardship for minimum rent and one for a temporary hardship)
This MTW activity does require an impact analysis. Impact analysis will be uploaded here, but please see Alternative Reexamination Schedule Impact Analysis.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  The AHA implemented this activity on July 1, 2023. Since then, the AHA has been working to spread out reexaminations across the 3-year reexamination cycle. Effective February 20, 2025, the AHA revised its hardship policy to be aligned with the requirements in the MTW Operations Notice.
This activity has not been discontinued and is not planned to be discontinued.

<b>3.d. Self-Certification of Assets</b>
Currently Implementing
<p>ACTIVITY 2022-03: Allow self-certification of up to \$50,000 in assets for participants to reduce processing of minimal income from assets. Family must provide self-certification statement disclosing any income earned on the assets under penalty of perjury. No other verification will be collected or required. Assets are defined in 24 CFR 5.609. Assets that the family does not have access to such as irrevocable trusts and 401K accounts would not count towards this asset limit. Applicants must establish assets and provide verification of all assets regardless of amount.</p> <p>New assets under \$50,000 do not need to be reported between triennials for participants.</p>
Custom Question: Please state the dollar threshold for the self-certification of assets. Threshold: \$50,000.
<p>This MTW activity serves the following statutory objectives:</p> <p><input checked="" type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input type="checkbox"/> Housing Choice</p>
<p>This MTW activity has the following cost implications:</p> <p><input type="checkbox"/> Neutral</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input type="checkbox"/> Increased expenditures</p> <p><input checked="" type="checkbox"/> Decreased expenditures</p>
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <p><input checked="" type="checkbox"/> to all assisted households</p> <p><input type="checkbox"/> only to a subset or subsets of assisted households</p>
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
<p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p> <p>The AHA implemented this activity on July 1, 2023, and since then staff has accepted self-certifications of assets less than \$50,000 where there is no income earned for participants. Staff will no longer be collecting verification on assets under \$50,000 for participants. Starting on April 17, 2025, the AHA has applied this activity to the VASH, EHV, and SV programs.</p>

**3.d. Self-Certification of Assets**

This activity has not been discontinued and is not planned to be discontinued.

**4.a. Vacancy Loss**

Currently Implementing

ACTIVITY 2022-04: This activity is to incentivize landlords to participate in the HCV program in combination with activities 2022-05, 2022-06, 2022-07, and 2022-11.

As these activities are implemented to increase landlord participation in the program, units that are required to house voucher holders such as Project-Based Voucher units, ones with a regulatory agreement on the units, Tax Credit units, or ones owned by the Housing Authority are not included in this activity.

This allows the AHA to make a payment up to one month's rent payment to any landlord, new or returning, whose unit was vacated by a participant of the Housing Choice Voucher program and is occupied by a different participant of the Housing Choice Voucher program. The payment would be capped at the reasonable rent to the owner minus any payments the owner received that month from any source. The payment would be made after the execution of the HAP contract.

Custom Question: Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in low-poverty neighborhood, or units/landlords new to the HCV program?)

☐ To all units

☒ Certain types of units only

If certain types of units only, what types of units does this policy apply to?

☒ Accessible units

☐ Units in particular types of areas or neighborhoods

☐ Units/landlords new to the HCV program

☒ Other. Please describe briefly:

Does not apply to PHA owned, LIHTC units, PBV units, or units with regulatory agreements.

Custom Question: What is the maximum payment that can be made to a landlord under this policy?

One month rent

Custom Question: How many payments were issued under this policy in the most recently completed PHA fiscal year?

0

Custom Question: What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?

<b>4.a. Vacancy Loss</b>
\$0
<p>This MTW activity serves the following statutory objectives:</p> <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing Choice</p>
<p>This MTW activity has the following cost implications:</p> <p><input type="checkbox"/> Neutral</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input checked="" type="checkbox"/> Increased expenditures</p> <p><input type="checkbox"/> Decreased expenditures</p>
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <p><input type="checkbox"/> to all assisted households</p> <p><input checked="" type="checkbox"/> only to a subset or subsets of assisted households</p>
<p>A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:</p> <p><input type="checkbox"/> New admissions (i.e., applicants) only</p> <p><input type="checkbox"/> Currently assisted households only</p> <p><input checked="" type="checkbox"/> New admissions and currently assisted households</p>
<p>A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:</p> <p><input checked="" type="checkbox"/> all family types</p> <p><input type="checkbox"/> only to selected family types</p>
<p>An MTW activity can apply to a tenant-based and or project-based voucher.</p> <p><input type="checkbox"/> The MTW activity applies to all tenant-based units.</p> <p><input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers.</p> <p><input checked="" type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:</p>
<p>It does not apply to PHA owned, LIHTC units, units with regulatory agreements, or Project-Based Voucher units</p>
<p>This MTW activity does not require a Safe Harbor Waiver.</p>
<p>This MTW activity does not require a hardship policy.</p>
<p>This MTW activity does not require an impact analysis.</p>
<p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p>

#### **4.a. Vacancy Loss**

The AHA implemented this activity on July 1, 2023 but has not made any payments under this policy in the last fiscal year.

This activity has not been discontinued and is not planned to be discontinued.

#### **4.c. Other Landlord Incentives**

##### **Currently Implementing**

ACTIVITY 2022-05: This activity to incentivize landlords to participate in the HCV program in combination with activities 2022-04, 2022-06, 2022-07, and 2022-11.

As these activities are implemented to increase landlord participation in the program, units that are required to house voucher holders such as Project-Based Voucher units, ones with a regulatory agreement on the units, Tax Credit units, or ones owned by the Housing Authority are not included in this activity.

This activity allows the AHA to pay the landlord an incentive to lease up a Housing Choice Voucher (HCV) program participant. The AHA would offer an array of incentives, but the total incentive paid to one landlord could not exceed more than one month of the contract rent of the unit and would be paid at the time of HAP execution.

The current incentives amounts are:

First-time Rental incentive: \$1,500

Accessible unit incentive: \$2,000

HQS incentive: \$100

Returning Landlord incentive: \$1,000

The landlord incentives amounts are subject to change at the discretion of the Executive Director.

A first-time rental incentive would be paid to a landlord that is bringing a new unit in a new property that has never been leased with the same landlord under the HCV program before. The accessible unit incentive would be paid to landlords providing a unit that meets or mostly meets the requirements for an ADA accessible unit to a family with a member with a disability. The HQS incentive would be paid to landlords whose unit passed an initial housing quality standards inspection the first time and resulted in a participant of the HCV program renting the unit. The returning landlord incentive would be paid to a landlord leasing a unit to an HCV participant that has been on the program prior.

Only one incentive will be given to a landlord, for the same participant in cases where the participant is transferring to a unit within the same complex.

#### 4.c. Other Landlord Incentives

For individuals who are leasing in place, an incentive will only be provided if the individual was not previously a voucher holder.

Custom Question: Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in low-poverty neighborhood, or units/landlords new to the HCV program?)

☐ To all units

☒ Certain types of units only

If certain types of units only, what types of units does this policy apply to?

☒ Accessible units

☐ Units in particular types of areas or neighborhoods

☒ Units/landlords new to the HCV program

☒ Other. Please describe briefly:

Does not apply to PHA owned, LIHTC units, units with regulatory agreements, or Project-Based Voucher units.

Custom Question: What is the maximum payment that can be made to a landlord under this policy?

One month rent

Custom Question: How many payments were issued under this policy in the most recently completed PHA fiscal year?

Between July 1, 2024 and June 30, 2025, 137 payments were issued under this policy – 1 for the HQS incentive, 53 for the first-time rental incentive, 23 for the returning landlord incentive, and 0 for the accessible unit incentive. Landlords were also paid a combination of incentive payments for the following: 41 for first-time rental and initial HQS incentives; 19 for returning landlord and initial HQS incentives.

Custom Question: What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?

Between July 1, 2024 and June 30, 2025, \$188,992 was paid out under this policy – \$100 for the HQS incentive, \$79,392 for the first-time rental incentive, \$23,000 for the returning landlord incentive, and \$0 for the accessible unit incentive. Landlords were also paid a combination of incentive payments for the following: \$65,600 for first-time rental and initial HQS incentives; \$20,900 for returning landlord and initial HQS incentives.

This MTW activity serves the following statutory objectives:

☐ Cost effectiveness

☐ Self-sufficiency

☒ Housing Choice

This MTW activity has the following cost implications:

☐ Neutral

☐ Increased revenue

☐ Decreased revenue



<b>4.c. Other Landlord Incentives</b>
<input checked="" type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <input type="checkbox"/> to all assisted households <input checked="" type="checkbox"/> only to a subset or subsets of assisted households
<p>A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:</p> <input type="checkbox"/> New admissions (i.e., applicants) only <input type="checkbox"/> Currently assisted households only <input checked="" type="checkbox"/> New admissions and currently assisted households
<p>A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:</p> <input checked="" type="checkbox"/> all family types <input type="checkbox"/> only to selected family types
<p>An MTW activity can apply to a tenant-based and or project-based voucher.</p> <input checked="" type="checkbox"/> The MTW activity applies to all tenant-based units. <input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers. <input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is: <p>Does not apply to PHA owned, LIHTC units, units with regulatory agreements, or Project-Based Voucher units.</p>
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
<p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p> <p>In the last fiscal year, we paid out 137 incentives across 68 individual landlords for a total of \$188,992. In this next coming fiscal year, the AHA is looking to implement the following changes: in order to receive incentives, landlords must submit a request for incentive payout and AHA will require that landlords be new to the program to obtain the incentives for new units to the HCV program.</p> <p>To ensure AHA is in line with other agencies implementing landlord incentives, the AHA is looking to revise its current incentive amounts as follows:</p>

<b>4.c. Other Landlord Incentives</b>
HQS incentive: \$100 First-time Rental incentive: \$500 Returning Landlord incentive: \$250 Accessible unit incentive: \$500  Incentive payout is dependent on availability of funds and is currently on hold as of September 15, 2025 due to current financial limitations. Any changes in incentive dollar amounts are for future applications.
This activity has not been discontinued and is not planned to be discontinued.

<b>5.a. Pre-Qualifying Unit Inspections</b>
Currently Implementing
<p>ACTIVITY 2022-06: This activity to incentivize landlords to participate in the AHA's voucher programs in combination with activities 2022-04, 2022-05, 2022-07, and 2022-11.</p> <p>Initial inspections of units can be conducted up to 90 days prior to unit lease-up to help incentivize landlords to participate in the HCV, PBV, EHV, and SV program and avoid delays in leasing. Participants or landlords can request a special (interim) inspection at any time.</p>
<p>Custom Question: How long is the pre-inspection valid for?</p> <p>90 days</p>
<p>This MTW activity serves the following statutory objectives:</p> <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing Choice</p>
<p>This MTW activity has the following cost implications:</p> <p><input checked="" type="checkbox"/> Neutral</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input type="checkbox"/> Increased expenditures</p> <p><input type="checkbox"/> Decreased expenditures</p>
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <p><input checked="" type="checkbox"/> to all assisted households</p> <p><input type="checkbox"/> only to a subset or subsets of assisted households</p>
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
<p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p> <p>The AHA implemented this activity on July 1, 2023 and has not made any changes to the policy. Between July 1, 2023 and June 30, 2024, 35 pre-qualifying inspections were conducted. Starting on April 17, 2025, the AHA plans to apply this activity to the EHV and SV programs.</p>
This activity has not been discontinued and is not planned to be discontinued.

<b>5.d. Alternative Inspection Schedule</b>
Currently Implementing
<p>ACTIVITY 2022-07: This activity to incentivize landlords to participate in the AHA's voucher programs in combination with activities 2022-04, 2022-05, 2022-06, and 2022-11.</p> <p>Require inspections only once every three years for units under the HCV, VASH, EHV, and SV programs. Participants and landlords can request a special (interim) inspection at any time. A special inspection can be initiated by the AHA if it receives indications that the family's unit is not in compliance with HQS.</p> <p>Inspections will be scheduled based on risk after July 1, 2025. The activity is being changed so all inspections will be based on the results of the prior inspection. If the unit passes the regular inspection the first time and does not require a reinspection, the next regular inspection will be scheduled for approximately three years later. Otherwise, if the unit does not pass the inspection the first time and requires a reinspection, the next regular inspection will be scheduled in approximately 12 months.</p>
<p>This MTW activity serves the following statutory objectives:</p> <p><input checked="" type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing Choice</p>
<p>This MTW activity has the following cost implications:</p> <p><input type="checkbox"/> Neutral</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input type="checkbox"/> Increased expenditures</p> <p><input checked="" type="checkbox"/> Decreased expenditures</p>
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <p><input type="checkbox"/> to all assisted households</p> <p><input checked="" type="checkbox"/> only to a subset or subsets of assisted households</p>
<p>A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:</p> <p><input type="checkbox"/> New admissions (i.e., applicants) only</p> <p><input type="checkbox"/> Currently assisted households only</p> <p><input checked="" type="checkbox"/> New admissions and currently assisted households</p>
<p>A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:</p> <p><input checked="" type="checkbox"/> all family types</p> <p><input type="checkbox"/> only to selected family types</p>

<b>5.d. Alternative Inspection Schedule</b>
<p>An MTW activity can apply to a tenant-based and or project-based voucher.</p> <p><input checked="" type="checkbox"/> The MTW activity applies to all tenant-based units.</p> <p><input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers.</p> <p><input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:</p>
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
<p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p> <p>The AHA implemented this activity on July 1, 2023. Starting on April 17, 2025, the AHA plans to apply this activity to the VASH, EHV and SV programs.</p>
This activity has not been discontinued and is not planned to be discontinued.

<b>9.a. Increase PBV Cap</b>
Currently Implementing
<p>ACTIVITY 2022-08: Assisted families in the Housing Choice Voucher program frequently inquire how to move to Project-Based Voucher (PBV) units and during the last wait list opening, numerous HCV families applied for the PBV wait lists indicating a desire to have a long-term contract with owners rather than a 1-year contract that can then be canceled with no reason. By project-basing more vouchers, more housing is secured for families without the threat of eviction.</p> <p>This activity would raise the cap for which the AHA could award Project-Based Voucher contracts. The AHA currently has selections and/or HAP contracts for its entire allocation of PBV under the current caps.</p>
<p>Custom Question: What percentage of total authorized HCV units will be authorized for project-basing?</p> <p>50% of the lower of either the total authorized units or annual budget authority</p>
<p>This MTW activity serves the following statutory objectives:</p> <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing Choice</p>
<p>This MTW activity has the following cost implications:</p> <p><input checked="" type="checkbox"/> Neutral</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input type="checkbox"/> Increased expenditures</p> <p><input type="checkbox"/> Decreased expenditures</p>
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <p><input checked="" type="checkbox"/> to all assisted households</p> <p><input type="checkbox"/> only to a subset or subsets of assisted households</p>
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
<p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p> <p>The activity is approved, but the AHA is still below the HUD PBV cap at this time.</p> <p>This activity has not been discontinued and is not planned to be discontinued.</p>

<b>9.b. Increase PBV Project Cap</b>
Currently Implementing
ACTIVITY 2022-09: Allows more than the greater of 25 units or 25% of the units at a complex to receive Project-Based Voucher assistance. Under current regulations, units that are for the elderly or those providing supportive services are already exempt from this cap. This activity would allow units that may not be serving the above populations to go above the cap up to 100% of the units at a project.
This MTW activity serves the following statutory objectives: <input type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input checked="" type="checkbox"/> Housing Choice
This MTW activity has the following cost implications: <input checked="" type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input checked="" type="checkbox"/> to all assisted households <input type="checkbox"/> only to a subset or subsets of assisted households
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.
The activity is approved, but a HAP contract has not been signed using this activity in the previous fiscal year.
This activity has not been discontinued and is not planned to be discontinued.



**9.c. Elimination of PBV Selection Process for PHA-owned Projects without Improvement, Development, or Replacement**

Currently Implementing

ACTIVITY 2022-010: This activity allows the AHA to award project-based voucher units to a property owned by a single-asset entity (S.A.E.) of the AHA without engaging in a selection process. This would allow the AHA to award vouchers without the RFP to units in the AHA's portfolio that qualify for PBV after conducting a Subsidy Layering Review, ensuring the property is compliant with HUD's site selection requirements, and having a 3<sup>rd</sup> party conduct HQS inspections of the units.

This MTW activity serves the following statutory objectives:

- ☒ Cost effectiveness
- ☐ Self-sufficiency
- ☐ Housing Choice

This MTW activity has the following cost implications:

- ☐ Neutral
- ☐ Increased revenue
- ☐ Decreased revenue
- ☐ Increased expenditures
- ☒ Decreased expenditures

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- ☐ to all assisted households
- ☒ only to a subset or subsets of assisted households

A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:

- ☐ New admissions (i.e., applicants) only
- ☐ Currently assisted households only
- ☒ New admissions and currently assisted households

A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:

- ☒ all family types
- ☐ only to selected family types
- ☐ Other – another specifically defined target population or populations. The description of this population is:

An MTW activity can apply to a tenant-based and or project-based voucher.

- ☐ The MTW activity applies to all tenant-based units.
- ☐ The MTW activity applies to all properties with project-based vouchers.
- ☒ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:

**9.c. Elimination of PBV Selection Process for PHA-owned Projects without Improvement, Development, or Replacement**

Applies only to units owned by a single-asset entity of the PHA.

This MTW activity does not require a Safe Harbor Waiver.

This MTW activity does not require a hardship policy.

This MTW activity does not require an impact analysis.

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The activity has been approved, but an award has not been made at this time.

This activity has not been discontinued and is not planned to be discontinued.

**17.c. Housing Development Programs**

**Currently Implementing**

The Housing Authority of the City of Alameda (AHA) intends to use MTW fungibility to acquire, renovate and/or build affordable units that are not public housing units. Eligible activities may include gap financing or construction costs for development of affordable housing, conducted by the PHA or a PHA-controlled affiliate or by a non-PHA affordable housing developer, including but not limited to development of project-based voucher units, tax credit units, or affordable units funded with any other local, state, or federal funds.

The AHA will not spend more than 10% of its HAP budget on local, non-traditional activities and families receiving housing or services through local, non-traditional activities must meet the definition of low-income. Local, non-traditional development activities will be conducted in accordance with the applicable requirements of PIH Notice 2011-45 and the MTW Operations Notice. The Agency shall comply with Safe Harbor provisions requiring compliance with Section 30 of the 1937 Housing Act and that any MTW Funding awarded to a third-party provider must be competitively awarded.

At this time AHA would like to provide up to \$1 million of its funding, which would be about 3% of the AHA's HAP Budget, as gap financing to build affordable units for low-income individuals in the City of Alameda.

**Custom Questions**

Name and Address of Development

North Housing Master Plan -  
501 Mosely Avenue,  
Alameda, CA 94501

MTW Role: Acquisition, Rehabilitation, New Construction?

New Construction

Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other

Mid-term predevelopment financing (up to 15 years)

<b>17.c. Housing Development Programs</b>	
Number of Affordable Units	A minimum of 284 units. There are a minimum of 568 units planned. We hope more affordability can be achieved, but that is still being determined.
Number of Units by Affordability	
<ul style="list-style-type: none"> <li>• 80% of AMI</li> </ul>	Minimum of 132 at or below 80% AMI. We hope more affordability can be achieved, but that is still being determined.
<ul style="list-style-type: none"> <li>• 60% of AMI</li> </ul>	0 units
<ul style="list-style-type: none"> <li>• 30% of AMI</li> </ul>	127 units
<ul style="list-style-type: none"> <li>• Other</li> </ul>	25 units at 40% AMI and 106 units will serve formerly homeless populations.
This MTW activity serves the following statutory objectives: <input type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input checked="" type="checkbox"/> Housing Choice	
This MTW activity has the following cost implications: <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input checked="" type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures	
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input type="checkbox"/> to all assisted households <input checked="" type="checkbox"/> only to a subset or subsets of assisted households	
. A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to: <input checked="" type="checkbox"/> New admissions (i.e., applicants) only <input type="checkbox"/> Currently assisted households only <input type="checkbox"/> New admissions and currently assisted households	
A MTW activity can apply to all family types or only selected family types. This MTW activity applies to: <input checked="" type="checkbox"/> all family types	

**17.c. Housing Development Programs**

☐ only to selected family types

Please select the family types subject to this MTW activity:

☐ Non-elderly, non-disabled families

☐ Elderly families

☐ Disabled families (to the extent those families are not exempt via a reasonable accommodation)

☐ Other – another specifically defined target population or populations. The description of this population is:

An MTW activity can apply to a tenant-based and or project-based voucher.

☐ The MTW activity applies to all tenant-based units.

☐ The MTW activity applies to all properties with project-based vouchers.

☒ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:  
Families selected to reside in the complexes receiving funds.

This MTW activity does not require a Safe Harbor Waiver.

This MTW activity does not require a hardship policy.

This MTW activity does not require an impact analysis.

The impact analysis does not apply to more than this MTW activity.

<b>Cohort 4.2 Front-End Vacancy Loss Payment</b>
Currently Implementing
<p>ACTIVITY 2022-11: This activity is to incentivize landlords to participate in the HCV program in combination with activities 2022-04, 2022-05, 2022-06, and 2022-07.</p> <p>As these activities are implemented to increase landlord participation in the program, units that are required to house voucher holders such as Project-Based Voucher units, ones with a regulatory agreement on the units, Tax Credit units, or ones owned by the Housing Authority are not included in this activity.</p> <p>Similar to ACTIVITY 2022-04 except this allows the AHA to make a payment up to one month's rent payment to a landlord whose unit was not vacated by a participant of the Housing Choice Voucher program and is subsequently occupied by a participant of the Housing Choice Voucher program. The payment would be made after the execution of the HAP contract.</p>
<p>This MTW activity serves the following statutory objectives:</p> <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing Choice</p>
<p>This MTW activity has the following cost implications:</p> <p><input type="checkbox"/> Neutral</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input checked="" type="checkbox"/> Increased expenditures</p> <p><input type="checkbox"/> Decreased expenditures</p>
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <p><input type="checkbox"/> to all assisted households</p> <p><input checked="" type="checkbox"/> only to a subset or subsets of assisted households</p>
<p>A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:</p> <p><input type="checkbox"/> New admissions (i.e., applicants) only</p> <p><input type="checkbox"/> Currently assisted households only</p> <p><input checked="" type="checkbox"/> New admissions and currently assisted households</p>
<p>A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:</p> <p><input checked="" type="checkbox"/> all family types</p> <p><input type="checkbox"/> only to selected family types</p>
<p>An MTW activity can apply to a tenant-based and or project-based voucher.</p>

<b>Cohort 4.2 Front-End Vacancy Loss Payment</b>
<input type="checkbox"/> The MTW activity applies to all tenant-based units. <input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers. <input checked="" type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:  Does not apply to PHA owned, LIHTC units, or units with regulatory agreements. Would not apply to Project-Based Voucher units.
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  The AHA implemented this activity on July 1, 2023 but no payments have been made under this policy in the most recently completed fiscal year.
This activity has not been discontinued and is not planned to be discontinued.

## **D. SAFE HARBOR WAIVERS**

### **D.1. Safe Harbor Waivers seeking HUD Approval:**

The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

Will the MTW agency submit request for approval of a Safe Harbor Waiver this year?

☒ No ☐ Yes

## **E. AGENCY SPECIFIC WAIVERS**

### **E.1. Agency-Specific Waivers for HUD Approval:**

The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I.

In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable.

For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year?



☐ No [If no, skip to E.2] ☒ Yes [If yes, please provide a title and upload required information in a-h above for each Agency-Specific Waiver request]

The AHA has revised the regulations waived in its MTW Activity 2022-14 Project-Based Voucher Right Sizing since the provisions waived under the original activity have been organizationally restructured in recent revisions by HUD to the regulations governing the PBV program and in the letter of approval received by HUD on February 19, 2025, HUD stated that "the AHA must go through the standard waiver approval process with the MTW office regarding any relief from the new regulatory requirements currently in effect." The description of this activity now reads: "The Alameda Housing Authority (AHA) is seeking to waive 24 CFR 983.260 to implement the Project-Based Right Sizing activity through an Agency-Specific waiver. This activity will allow families who are under-housed to remain in smaller Project-Based Voucher (PBV) units if the unit is not overcrowded and the under-housed family wishes to remain in the unit. Families assisted through PBV units would be offered the ability to move to a larger PBV unit, if available, or to receive a Housing Choice Voucher, but the family may elect to expand their housing choice by remaining in the unit that is smaller than the occupancy standard specifies. "

The AHA has revised the regulations waived in its MTW Activity 2023-02 Project-Based Voucher Contract Rent Increases since the provisions waived under the original activity have been organizationally restructured in recent revisions by HUD to the regulations governing the PBV program and in the letter of approval received by HUD on February 19, 2025, HUD stated that "the AHA must go through the standard waiver approval process with the MTW office regarding any relief from the new regulatory requirements currently in effect." The description of this activity now reads: " The Alameda Housing Authority (AHA) is seeking to waive 24 CFR 983.302 (b) to implement the PBV Contract Rent Increases activity through an Agency-Specific Waiver. This activity will allow all rent increases for PBV units to be increased once a year at the beginning of AHA's fiscal year rather than the contract's anniversary date. This waiver will also allow staff to bundle rent increases once a year to efficiently determine rent reasonableness and ensure notice requirements were met in a timely manner rather than stagger rent increase determinations throughout the year."

## **E.2. Agency-Specific Waiver(s) for which HUD Approval has been Received:**

For each previously approved Agency-Specific Waiver(s), a set of questions will populate.

Does the MTW agency have any approved Agency-Specific Waivers?

☒ Yes ☐ No [If no, question set concludes]

## **F. PUBLIC HOUSING OPERATING SUBSIDY GRANT REPORTING**

Not applicable as the Housing Authority of the City of Alameda does not have Public Housing.

## **G. MTW STATUTORY REQUIREMENTS**

### **G.1. 75% Very Low Income – Local, Non-Traditional.**

Not applicable as the Housing Authority of the City of Alameda does not have a local, non-traditional MTW activity.

### **G.2. Establishing Reasonable Rent Policy.**

Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?

☒ Yes ☐ No

[If Yes]: please describe the MTW agency's plans for its future rent reform activity and the implementation time line.

The AHA implemented an alternative reexamination schedule (activity 2022-02) which encourages self-sufficiency by allowing families to retain income increases of less than 10% between triennials. This activity was implemented on July 1, 2023, with a threshold of \$10,000 but to be consistent with HOTMA regulations this threshold was revised to 10% which was implemented on August 1, 2024.

Also, activity 2022-15 encourages self-sufficiency by allowing families who were chosen to be a part of the GBI program to retain income increases from the GBI program.

### **G.3. Substantially the Same (STS) – Local, Non-Traditional**

Not applicable as the Housing Authority of the City of Alameda has not implemented its local, non-traditional MTW activity.

### **G.4. Comparable Mix (by Family Size) – Local, Non-Traditional**

Not applicable as the Housing Authority of the City of Alameda has not implemented its local, non-traditional MTW activity.

### **G.5. Housing Quality Standards**

Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program.

## **H. PUBLIC COMMENTS**

H.1.

Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.

The AHA did not receive any comments constituting changes to the MTW Supplement from the public or Resident Advisory Board.

Please attach a narrative describing the MTW agency's analysis of the comments and any decisions made based on these comments.

Not Applicable.

If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver? ☐ Yes ☒ No

If yes, please attach the comments received along with the MTW agency's description of how comments were considered.

## **I. EVALUATIONS**

I.1. Please list any ongoing and completed evaluations of the MTW agency's MTW policies, that the PHA is aware of, including the information requested in the table below.

Does the PHA have an agency-sponsored evaluation? ☐ Yes ☒ No

## **J. MTW CERTIFICATION OF COMPLIANCE**

The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD.

Please see form HUD-50075-MTW for the certification form that will be executed prior to MTW Supplement submission.

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

**Expires: 09/30/2027**

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, \_\_\_\_\_, the \_\_\_\_\_  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan for fiscal years \_\_\_\_\_ and/or Annual PHA Plan for fiscal  
year \_\_\_\_\_ of the \_\_\_\_\_ is consistent with the  
*PHA Name*

Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or  
strategies to:

\_\_\_\_\_  
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or  
State Consolidated Plan.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly  
submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil  
and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official:

Title:

Signature:

Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions,  
searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding  
this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE,  
Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB  
Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB  
Control Number.

**Privacy Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title  
12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information  
are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

# **Public Hearing for Annual Plan and Moving to Work Supplement starting July 1, 2026**

February 2026

Ana Campos, Management Analyst



Housing Authority  
of the  
City of Alameda

[www.alamedahsg.org](http://www.alamedahsg.org)



Housing Authority  
of the  
City of Alameda

# Agenda

- Overview of Plans
- Timeline of Events
- AHA's New Goals
- Annual Plan Highlights
- Changes for the AP FY 2026-2027
- Snapshot of Activities in MTW Supplement
- Changes for the MTW Supplement FY 2026-2027
- Questions and Comments

# Overview of Plans

## Annual Plan

submitted every year, approved by the HUD field office

- Explanation of how the AHA has met or is meeting its 5-year plan goals

## Moving to Work (MTW) Supplement

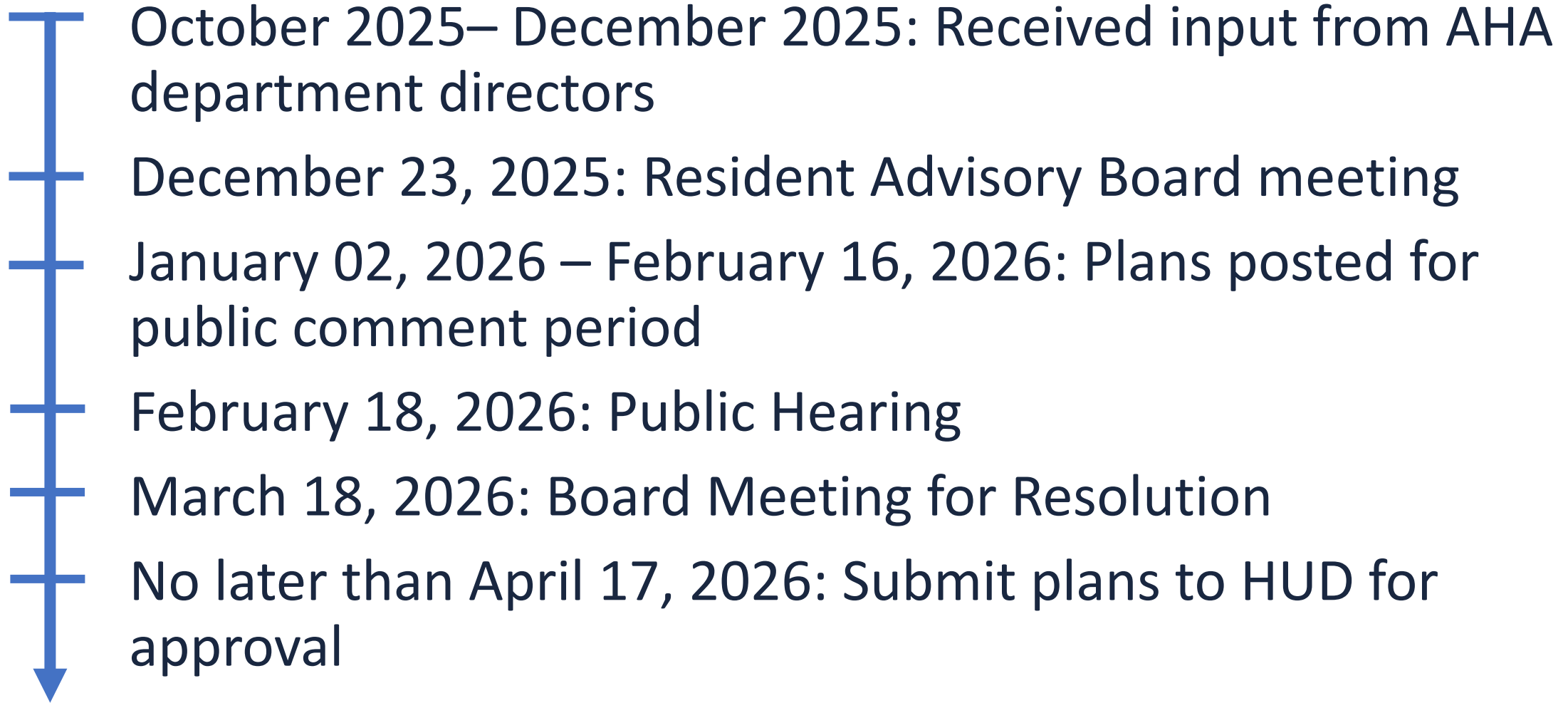
submitted every year, approved independently through the MTW office

- Lists all proposed, currently implementing, and discontinued activities under the Moving to Work program.

All are documents required by HUD and needs to be reviewed by the RAB, posted for a 45-day public comment period, reviewed at a public hearing, and then submitted to HUD 75 days prior to the FYB for approval.



# Timeline of Events



# AHA's New Goals

**Expand and  
preserve  
affordable housing**

**Enhance the  
quality of Life of  
Residents**

**Use Agency  
resources  
efficiently**

**Retention and  
advancement of  
qualified staff**

# Annual Plan Highlights

- Completion of Phase 1 of North Housing
- December 2024 Waitlist opening
- Renovations to community spaces at ABD and IP to make them ADA accessible
- Alameda's 1<sup>st</sup> building-powered public curbside charging station
- Laserfiche forms, DirectLine, and Acolad
- Advancement of staff by providing extensive cross training, opening of multiple MA positions and ongoing promotions

# Changes for the AP FY 2026-2027

- The AHA proposes to make the following significant changes:
  - HAP payments will be issued through the last day of residency of a participant
  - Zero income families to be redefined as families with truly 0 income

# Snapshot of Activities in MTW Supplement

17 currently approved activities

- 12 activities approved and implemented in July 2023
- 2 activities approved and implemented in February 2024
- 3 activities approved and implemented in August 2024

# Approved Activities

- Received approval to implement the following activities which went into effect July 1, 2023:
  - 2022-01: Payment Standards – FMR (activity 2.b.)
  - 2022-02: Alternative Reexamination Schedule for Households (activity 3.b.)
  - 2022-03: Self-Certification of Assets (activity 3.d.)
  - 2022-04: Vacancy Loss (activity 4.a.)
  - 2022-05: Other Landlord Incentives (activity 4.c.)
  - 2022-06: Pre-Qualifying Unit Inspections (activity 5.a.)
  - 2022-07: Alternative Inspection Schedule (5.d.)
  - 2022-08: Increase PBV Program Cap (activity 9.a.)
  - 2022-09: Increase PBV Project Cap (activity 9.b.)
  - 2022-10: Elimination of PBV Selection Process (activity 9.c.)
  - 2022-11: Front-End Vacancy Loss
  - 2022-15: Alternative Income Exclusions

*cont.*

# Approved Activities

- Received approval to implement the following activities which went into effect February 21, 2024:
  - 2022-14: Project-Based Voucher Right-Sizing
  - 2023-02: Project-Based Voucher Contract Rent Increases
- Received approval to implement the following activities which went into effect August 1, 2024:
  - 2022-13: Allow Owner Referrals Under PBV Program
  - 2023-03: Project-Based Voucher First Year Moves
  - 2023-05: Flexible Subsidy Standards in Project-Based Voucher Admissions



# Snapshot of Activities in MTW Supplement

AHA is proposing to hold off on any new MTW activities to focus on the implementation of current activities

2022-02 3b: Alternative Reexamination Schedule for Households

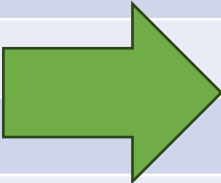
- Effective September 1, 2025, this activity was applied to its VASH, EHV, and SV programs.

# Changes for the MTW Supplement FY 2026-2027

- The AHA anticipates making the following significant changes:
  - AHA will no longer be automatically issuing incentives
  - Landlords will have to submit their own request for landlord incentives
  - Landlords must be new to the program to obtain incentive for leasing a new unit under the HCV program

# Changes for the MTW Supplement FY 2026-2027

As of September 15, 2025, landlord incentives are currently suspended due to shortfall status.

AHA LANDLORD INCENTIVES			
HQS	\$100		\$100
NEW LL	\$1,500		\$500
Returning LL	\$1,000		\$250
ADA	\$2,000		\$500

Any changes in incentive dollar amounts are for future applications and the AHA **will not** be issuing incentive payments at this time!

# Thank You Questions?



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Relations Manager

Date: February 18, 2026

Re: Accept a presentation of the draft 2026-2030 Strategic Plan,  
provide feedback and authorize the Executive Director to make  
necessary changes and to publish the 2026-2030 Strategic Plan.

---

### **BACKGROUND**

In 2024, the Board began a strategic planning process for the period of 2026 to 2030. That strategic planning process, developed in 2018, replaced the two-year Strategic Plan previously used for goal setting. The goals from the previous two Strategic Plans (covering 2019 thru 2025) have been met and also continue to be relevant to the ongoing work the Housing Authority of the City of Alameda (AHA) is doing today. Annual work plans for AHA staff and senior management goals have been aligned with the goals set forth in AHA's 2026-2030 Strategic Plan. The 2026-2030 Strategic Plan was founded upon the four main strategic goals listed below:

#### **Strategic Goal #1:**

AHA works with community partners to optimize affordable housing and services for the Alameda community.

#### **Strategic Goal #2:**

AHA uses its resources efficiently.

#### **Strategic Goal #3:**

AHA retains and recruits excellent staff.

#### **Strategic Goal #4:**

AHA is financially prepared for future challenges.

### **DISCUSSION**

In early 2024, AHA created an internal Strategic Planning Committee that began the strategic planning process to include the following elements:

- Gathering information from internal and external stakeholders that covers AHA's



current and potential business efforts, programmatic initiatives, opportunities, and threats.

- Utilizing the previous Strategic Plan as a starting point, plus developing new goals to meet current needs.
- Developing a strategy for engaging with staff and other stakeholders.
- Performing outreach to community members, AHA staff, and AHA partners to develop a 360-degree perspective of AHA internally and externally.
- Developing the final Strategic Plan document, informed by the analysis of the information provided by stakeholders in a written plan with a presentation.

In developing the 2026-2030 Strategic Plan, AHA continues to prioritize the following outcomes:

1. Preserve and expand affordable housing by identifying new and existing funds and services.
2. Review key programs to ensure alignment with the mission, vision, values and policy priorities of AHA.
3. Ensure AHA's ability to respond to the financial needs of constituents caused by unplanned and major disruptions in funding.
4. Build and strengthen inter-agency and cross-sector partnerships.
5. Develop appropriate recruitment and retention strategies.
6. Maximize and leverage partnerships that provide needed programs and services to AHA tenants and housing program participants.
7. Utilize Moving to Work (MTW) authority to create innovative affordable housing options.

### **FISCAL IMPACT**

Zero fiscal impact.

### **CEQA**

Not applicable.

### **RECOMMENDATION**

Accept a presentation of the draft 2026-2030 Strategic Plan, provide feedback and authorize the Executive Director to make necessary changes and to publish the 2026-2030 Strategic Plan.

### **ATTACHMENTS**

1. Strategic Plan
2. Strategic Plan Summary

Respectfully submitted,

*Joshua Altieri*

Joshua Altieri, Community Relations Manager

**2026 - 2030**

# **STRATEGIC PLAN**



## **TARGETING SUSTAINABILITY AND OPERATIONAL EXCELLENCE**



Housing Authority  
— of the —  
City of Alameda



# Executive Summary

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The Housing Authority of the City of Alameda (AHA) is a Public Housing Agency, whose work is governed by numerous internal plans to ensure that AHA operates its programs effectively and in accordance with regulations plus sound business practice. This five-year Strategic Plan supplements AHA's Administrative Plan plus departmental work plans and is intended to map out overarching goals.

Affordable housing is one of the most pressing issues facing San Francisco Bay Area communities, and the City of Alameda (with AHA's help) is moving forward to address this issue and meet the city's Regional Housing Needs Allocation (RHNA) set by the State of California. AHA's four strategic goals (listed below) for the coming five years (2026-2030) focus on themes of sustainability and operational excellence.

**1. AHA works with community partners to optimize affordable housing and services for the Alameda community.** To strengthen and expand its partnerships, AHA will continue to engage stakeholders in discussion of AHA's long-term real estate development strategy, including options for addressing the housing crisis by serving households at 30% to 80% area median income. AHA will continue to collaborate with homeless housing service providers to successfully implement plans to house the formerly homeless and to plan for future growth on AHA owned land.

**2. AHA uses its resources efficiently.** In order to operate in a sustainable manner, the Housing Authority will seek to optimize online tenant and landlord services to make working with AHA as convenient as possible. AHA will review policies and procedures across programs to improve efficiencies, update common standards, and adopt best practices. AHA will maintain its high standards in occupancy levels, property condition, energy efficiency, and curb appeal. AHA will seek to maintain its regular pension obligation and continue with regular reserves management with an eye to long-term sustainability.

# Executive Summary (cont.)

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**3. AHA retains and recruits excellent staff.** Stakeholder surveys and interviews indicated an appreciation of the knowledge and abilities of AHA's current staff. To maintain this strength AHA will seek to recruit and retain excellent staff, continue to provide robust training and cross-training for staff, and foster an environment of appreciation, acknowledgement, and constructive feedback. AHA will seek to promote or cross-train from within when appropriate and to stay abreast of compensation standards in the field.

**4. AHA is financially prepared for future challenges.** Over the next five years, AHA will continue to focus on long term financial sustainability. Plus staff will review the long-term operations of all of its programs to maximize support to Alameda low-income families, while meeting regulatory requirements and minimizing cross-subsidy between programs. AHA will manage the short-term cash flow needs of the HCV program. AHA will continue to create strategic asset management plans for each of its existing properties including key performance indicators and rehabilitation needs, plus continue the capital improvement planning and implementation.

# Vision, Mission, and Guiding Principles

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Housing Authority  
— of the —  
City of Alameda

## Vision

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

## Mission

The Housing Authority of the City of Alameda advocates for and provides quality, affordable, safe housing; encourages self-sufficiency; and builds community partnerships.

## Guiding Principles

Our services, policies and staff considerations shall reflect this agency's commitment to building engaged, supportive communities. Our agency goals will be achieved by ongoing collaboration with our customers and community partners.

# Who we are

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AHA serves the island city of Alameda, a community with a population just under 80,000, adjacent to Oakland and east of San Francisco, California. The U.S. Navy had an important presence in the city until the Alameda Naval Air Station was decommissioned in 1997. Creative reuse of military buildings and plans for new construction, including affordable housing, are in progress at the previous Naval Base.

AHA has a staff of approximately 45 employees, manages assets of \$338 million, and has an annual budget of \$77 million, \$45 million of which is housing assistance paid to provide safe and affordable housing for AHA housing program participants. Currently over 1,800 households participate in AHA's housing programs and AHA has grown its real estate portfolio to include 1,000 affordable rental homes with an additional 500+ homes currently in its development/acquisition pipeline.

AHA is the city's leader in providing a comprehensive array of affordable and permanent housing solutions for low-income residents. AHA is governed by federal law and follows highly structured policies and procedures to maintain its standing with the U.S. Department of Housing & Urban Development (HUD). Furthermore, HUD has consistently rated AHA a "High Performer" and AHA is a well-regarded Public Housing Authority (PHA) locally and regionally.



# Who we are (cont.)

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For over 85 years, AHA has provided a range of housing assistance to low-income households in the City of Alameda. AHA's programs include Housing Choice Vouchers (HCVP), Project-Based Vouchers (PBV), Emergency housing vouchers (EHV), and Veterans Affairs Supportive Housing (VASH), as well as other special rental assistance programs (i.e., Shelter Plus, Mod-Rehab, Family Unification Program), Family Self-Sufficiency Program, affordable real estate development, resident services, and management of AHA-owned and affiliated properties.

AHA staff and leadership continue to utilize a variety of strategies to generate new affordable housing options, while also optimizing property operations, and expanding services for AHA residents and program participants. AHA uses the Low-Income Housing Tax Credit (LIHTC) program plus other federal, state and local funding sources to build new affordable housing, directly and in partnership with other developers. AHA actively uses Moving To Work (MTW) flexibility to maximize its mission. HCD staff stays abreast of other funding sources, changes to program requirements, and policy decisions that impact affordable housing development. Property management at all AHA-owned sites are contracted to third-party management (FPI Management) and social services are provided by a contracted third-party social services provider (LifeSTEPS) at all sites and to all voucher holders housed by private landlords. With this level of resident engagement and a service-oriented approach, the real-life positive impact on these residents and housing program participants is tangible.

Housing serves as a stabilizing force in the lives of many Housing Authority residents striving towards self-sufficiency, including vulnerable populations like the previously homeless, seniors (ages 62+), and people living with disabilities. All of these diverse households have unique life experiences and a variety of needs. To help stabilize these households and enable them to flourish, AHA provides social services via community partnerships with local organizations including the Alameda Food Bank (<https://www.alamedafoodbank.org/>), Alameda Family Services

# Who we are (cont.)

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(<https://www.alamedafs.org/>), the City of Alameda Recreation and Parks Department (<https://www.alamedaca.gov/Departments/Recreation-Parks>), the Alameda Boys & Girls Club (<https://www.alamedabgc.org/>), the City of Alameda Housing and Human Services Department (<https://www.alamedaca.gov/Departments/Housing-and-Human-Services>), AC Transit (<https://www.actransit.org>), the Center for Elders Independence (<https://cei.elders.org/>), Alameda Point Collaborative (<https://apcollaborative.org/>), Building Futures (<https://bfwc.org/>), and the City of Alameda (<https://www.alamedaca.gov>).

AHA re-affirms its commitment to excellent customer service. We strive to provide a caring and professional environment for all our residents, participants, landlords, and employees. AHA's knowledgeable, dedicated staff is a critically important resource in fulfilling AHA's mission. In the next five years, AHA will continue to implement these innovative, technology driven best practices to maintain and enhance the agency's position as an industry leader and valued community partner.

# Strategic Planning Process



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AHA undertook a strategic planning process in order to develop a roadmap with measurable objectives and outcomes to sustain AHA's current operations in a challenging operational environment. The resulting strategic plan will direct AHA's role in meeting the growing need for affordable housing in the City of Alameda over the next five years. Guidance throughout the planning process was provided by the Board and AHA's senior leadership.

In this process AHA staff interviewed AHA's external stakeholders to gather information about AHA's strengths, challenges, opportunities, and threats. Meetings with AHA staff in each department were conducted to solicit input. The Board of Commissioners, senior management, and select AHA staff then participated in a retreat to review the survey results, discuss emerging themes, and flesh out priority goals.

As a Housing Authority, AHA submits Five-Year Plans and annual updates to HUD, which have been aligned with this process. Additionally, AHA sets out its operating policies and procedures in its Administrative Plan. The AHA Board of Commissioners reviews one-year operating budgets. This Strategic Plan does not replace any of the other plans, rather it is intended to set out high level, overarching goals that guide AHA's work.

AHA's ability to pursue all the actions outlined in this plan depends on full staffing, full funding and in some cases, additional resources. This strategic plan will be reviewed annually in the context of the resources available for the coming year.

The review will include an assessment of the accomplishments to date and discussion of lessons learned. After reviewing the strategic goals to determine if these remain the most relevant priorities, the Board of Commissioners may choose to extend the term of the plan so that it continues to have a five-year outlook.



# Strategic Goal #1

**AHA works with community partners to optimize affordable housing and services for the City of Alameda community.**



Affordable housing is one of the most pressing issues facing Bay Area communities, and the City of Alameda, with AHA's help, is moving forward to address this issue. Further development of the North Housing Master Plan and the Poplar site will be a high priority over the next five years and will require close collaboration with community partners. Opportunities to acquire or develop sites elsewhere on the island will be reviewed on a case-by-case basis. AHA will continue to maintain and strengthen its relationships with Alameda landlords, service providers, City of Alameda staff, local elected officials, and the greater Alameda community to build support for affordable housing development and related service delivery. To strengthen and expand its partnerships over the next five years, AHA will:



# Strategic Goal #1 (cont.)

- Continue to manage and monitor federal and state funding sources and adapt to changes in funding and policy.
- Maximize Moving to Work (MTW) program enhancements and continue outreach to recruit and retain landlords in the HCV program. The MTW landlord incentive pilot ends in 2028 which will provide AHA even more administrative flexibility.
- Continue to engage Board, staff, and community stakeholders in discussion of AHA's long-term real estate development strategy.
- Collaborate with multiple partners to develop and implement the future vision for the entire North Housing Master Plan.
- Leverage resources from several community partners and work with other PHA's to collaborate with and advocate for Alameda County to continue and expand resources for homeless populations and resident services funding.
- Achieve full utilization of Restore Rebuild (formally Faircloth) vouchers at Independence Plaza and review opportunities to acquire more vouchers under Restore-Rebuild use at other sites.
- Continue to conduct annual landlord recognition events and monthly drop-in sessions. Assign a landlord representative for better customer service.
- Continue developing a broader set of community service partners to expand the scope of available social services.
- Develop mission driven content (video, print, online) that document success stories from residents and participants so that AHA is able to tell its story and demonstrate its impact.
- Create a feedback loop for new residents at North Housing, so that residents feel supported, allowing for more operational efficiency and to share experiences/identify necessary services.
- Expand our partnership with the College of Alameda to develop educational and employment pathways.
- Offer the free tablet rental program at 50% of all AHA owned properties so it can be used for recertifications, homework, job search, etc.
- Enhance lobby services including an online customer service survey via tablet or kiosk at main office.
- Maintain or increase community presence by attending more local community events.

# Strategic Goal #1 (cont.)



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## Measures of Success

- Board of Commissioners reviews and adopts annual AHA Capital Improvement Budget.
- AHA's Board of Commissioners and its partners approve future Development Plan for the remaining parcels at North Housing.
- Staff bring timely asset management or repositioning plans to the Board for aging properties.
- 85% of HCV landlords renew agreements with AHA when units become vacant.
- Staff presents an annual report detailing the services delivered for AHA residents and program participants.
- Evaluate customer service survey responses and ratings from AHA landlords, AHA housing program participants, and AHA tenants via the annual customer survey.

# Strategic Goal #2

## AHA uses its resources efficiently.



This goal is also related to financial sustainability. In order to operate in a sustainable manner, AHA will make use of technology and consider outsourcing to make best use of available financial and human resources. Over the next five years, AHA will:

- Standardized dashboards and matrixes across departments developed to track important KPI's (Key Performance Indicators) to be used for BOC.
- Utilize systems to automate processes and generate reports for Housing Programs department.
- Rehabilitate AHA's properties in accordance with the Board-approved capital improvements plan based on portfolio capital needs assessments to maintain AHA's high standards in occupancy levels, property condition, energy efficiency, and curb appeal.
- Generate "lessons learned" process documents for key activities ( e.g. development, waitlist opening, lease up).
- Implement Human Resources Information system (HRIS) system to help with onboarding and training.

# Strategic Goal #2 (cont.)

- Develop a general construction project plan that better incorporates early assessment of risk awareness, risk management, and environmental feasibility.
- Direct inquiries from the public to allocate the most efficient and appropriate level of resources to increase customer satisfaction.
- Audit the AHA website experience annually, seek user input and implement any necessary changes.
- Ensure the agency follows best practices regarding data security while also reviewing the possible use of Artificial Intelligence (AI) in the workplace to increase efficiency and reduce costs.
- Seek input from clients of community partners to improve operational efficiency, identify blind spots/ trends, improve service delivery/communication.
- Review options for outsourcing where appropriate, and/or necessary for financial reasons.
- Maximize use of existing IT platforms including reporting and data integrity.
- Seek methods to consolidate data about properties that is collected from a variety of sources.
- Build out the Family Self Sufficiency program as staffing and funding permits, hire a full-time FSS Program coordinator.
- Create and/or update customized SOPs and templates for all departments.

## Measures of Success:

- Staff reports effective communication across programs and departments.
- Adequate management staffing and systems are in place to manage and support staff at all levels and to operate programs effectively in accordance with regulation and awareness of relevant risks.
- AHA's residents are so satisfied in their existing homes that they choose not to apply to new AHA housing when it becomes available.
- Properties and agency performs successfully against balanced budgets.



# Strategic Goal #3

## AHA retains and recruits excellent staff.



Stakeholder surveys and interviews indicated an appreciation of the knowledge and abilities of AHA's current staff. Surveys routinely attributed AHA's good reputation to AHA staff, so AHA will continue to recruit and retain excellent staff over the next five years when AHA will:

- Continue to provide staff and supervisors with a robust curriculum of trainings, cross training and leadership development opportunities.
- Conduct regular compensation studies to ensure AHA's total compensation package remains competitive in the marketplace.
- Evaluate options to contain all staff within one building within 5 years, which includes lunch break room for all staff to share.
- Update existing kitchen facilities, paint exterior and interior of 701 Atlantic by January 1, 2028.
- Conduct a bi-annual AHA staff satisfaction/engagement survey.
- Issue regular updates to staff via presentations or documents which provide information regarding upcoming projects and initiatives plus to solicit input and buy in.

# Strategic Goal #3 (cont.)

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- Fully utilize the Yardi training resources available and other software/training platforms.
- Create online staff development tutorials, to create a pathway for staff to advance career and/or explore other career fields.
- Create cross (inter-departmental) training opportunities that could lead to promotional pathways for AHA staff.
- Update the performance management process and evaluate the possible use of 360-degree evaluations for staff.
- Participate in local and regional training and conference opportunities with other Housing Authorities to encourage cross agency learning.
- Encourage AHA staff to participate in industry events/ trade groups when appropriate.
- Update the succession plan including preparing for the next group of possible retirements.

## **Measures of success:**

- Monitor key ratios for recruitment (e.g., offer acceptance rate for candidates, time from job opening to hire).
- Maintain turnover metrics within industry standards.
- Measure average length of tenure for staff.
- Rankings from AHA staff surveys.
- Continue exit surveys for departing staff.

# Strategic Goal #4

## AHA is financially prepared for future challenges.



The federal government has not increased funding for the Housing Choice Voucher program nationally, in spite of massive rent increases, continually evolving housing regulations, and federal funding has been tightening over the past few years. Each of these factors ensure constant adjustments for local housing program management moving forward. Fortunately, AHA has other sources of revenue and is not completely dependent on federal funding. Assembling financing for AHA's new housing development is particularly challenging because of escalating construction costs, and AHA is continuously challenged to provide the best, most cost-effective property management and services for its residents. Over the next five years, AHA will assess all its potential resources and prepare for future challenges as follows:

- Create strategic asset management plans for each of its existing properties that includes, for example, personnel and staffing information, physical improvement plans, risk management processes, resident relations information, support services information, and property management plans including key performance indicators.



# Strategic Goal #4 (cont.)

- Review the long-term operation of the HCV program to maximize support to Alameda's low-income families and meet federal regulations while reducing its dependency on subsidies from other AHA programs.
- Manage all shortfall situations that occur and transition Emergency Housing Voucher tenants to other housing programs.
- Monitor and manage the short-term and long-term cash flow needs of the properties.
- Access alternate forms of funding to build development pipeline.
- Secure funding for AHA's pipeline of affordable housing developments and complete these projects in a cost-effective and timely manner.
- Continue the Family Self-Sufficiency (FSS) program, subject to available funding.
- Maximize use of dashboards for Yardi data, as data visualization will identify financial KPI's in real-time.
- Explore opportunities to enhance lives of AHA tenants via grants.
- Ensure that collections and write-offs are done timely and that rental re-payment plans are adhered to consistently.
- Explore creative options for managing costs of housing production going forward.
- AHA will continue current policies and plans for any unfunded pension liability and proactively manage organizational reserves via the Reserves Policy.

## **Measures of success:**

- AHA receives budgeted developer fees from completed projects.
- AHA assembles financing to further develop the North Housing Master Plan and the Poplar.
- Asset Management Plans are in place for all AHA-owned properties.
- The HCV program operates with less than 20% annual subsidy from other programs by 2029.
- Property budgets are operating within norms for similar Housing Authority managed properties in California.



# Contributors

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Many individuals contributed their observations and ideas to this strategic plan. Along with AHA Executive Director Vanessa Cooper, the Board of Commissioners developed the project scope.

AHA would like to formally acknowledge Board Chair: Carly Grob, Vice-Chair Vadim Sidelnikov, Commissioner Kenji Tamaoki, Commissioner Michael Joseph-Brown, Commissioner Thelma Decoy, Commissioner Alex Kaufman, and Commissioner Eric Husby.

The AHA senior management team played a key role in the strategic planning process including Tonya-Schuler-Cummins, Sylvia Martinez, Vanessa Cooper, Louie So, Greg Kats, Alicia Southern, and Nancy Gerardin.

Thanks also to the following staff: Sepideh Kiumarsi, Ana Campos and Joshua Altieri for guiding the development of this critical agency document.

AHA is especially grateful to its external stakeholders, who responded to the online survey or took time to be interviewed. Their input was vital to this planning process. Those external stakeholders include the City of Alameda, LifeSTEPS, Alameda Boys & Girls Club, FPI Management, and Alameda Point Collaborative.

And finally, we would also like to thank all the Board of Commissioners, who spent time reviewing stakeholder input, examining emerging themes and providing direction for the final strategic goals, actions and measures of success. Thank you all for your time and energy.

# Learn More

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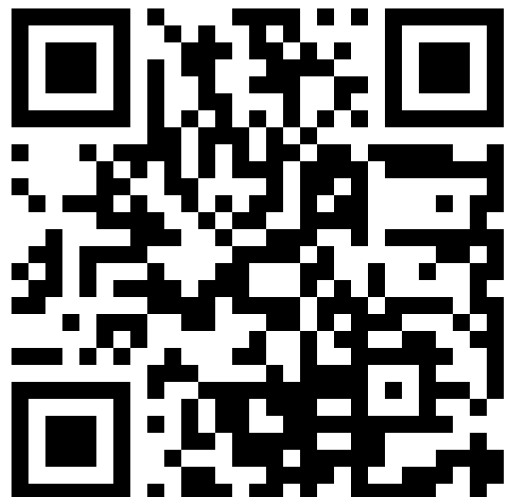
## AHA Historical Video (85<sup>th</sup> Anniversary)



## Join the AHA Team!



## Become an AHA Landlord



[www.alamedahsg.org](http://www.alamedahsg.org)

# 2026 – 2030 Strategic Plan



**Targeting Sustainability and Operational Excellence**

# Strategic Planning Process

- AHA undertook a strategic planning process to develop a roadmap with measurable objectives and outcomes to sustain AHA's current operations in a challenging operational environment.
- AHA's external stakeholders were interviewed to gather information about AHA's strengths, challenges, opportunities, and threats.
- Meetings with AHA staff in each department were conducted to solicit input.
- The Board of Commissioners, senior management, and select AHA staff then participated in a retreat to review the survey results, discuss emerging themes, and flesh out priority goals.
- This Strategic Plan does not replace any of the other (i.e. HUD, Administrative) plans, rather it is intended to set out high level, overarching goals that guide AHA's work.

# Strategic Goal #1

**AHA works with community partners to optimize affordable housing and services for the City of Alameda community.**

- Further development of the North Housing Master Plan and the Poplar site will be a high priority over the next five years and will require close collaboration with community partners.
- Opportunities to acquire or develop sites elsewhere on the island will be reviewed on a case-by-case basis.
- AHA will continue to maintain and strengthen its relationships with Alameda landlords, service providers, City of Alameda staff, local elected officials, and the greater Alameda community to build support for affordable housing development and related service delivery.



# Strategic Goal #2

## AHA uses its resources efficiently.

- AHA will make use of technology and consider outsourcing to make best use of available financial and human resources.
- Standardized dashboards and matrixes across departments will be developed to track important KPI's (Key Performance Indicators) to be used for the Board of Commissioners.
- Develop a general construction project plan that better incorporates early assessment of risk awareness, risk management, and environmental feasibility.



# Strategic Goal #3

## AHA retains and recruits excellent staff.

- Stakeholder surveys and interviews indicated an appreciation of the knowledge and abilities of AHA's current staff. Surveys routinely attributed AHA's good reputation to AHA staff.
- Continue to provide staff and supervisors with a robust curriculum of trainings, cross training and leadership development opportunities.
- Conduct regular compensation studies to ensure AHA's total compensation package remains competitive in the marketplace.

# Strategic Goal #4

## AHA is financially prepared for future challenges.

- The federal government has not increased funding for the Housing Choice Voucher program nationally. Fortunately, AHA has other sources of revenue and is not completely dependent on federal funding.
- Assembling financing for AHA's new housing development is particularly challenging because of escalating construction costs.
- AHA is continuously challenged to provide the best, most cost-effective property management and services for its residents.
- Each of these factors ensure constant adjustments for local housing program management moving forward.

# Any Questions?



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources

Date: February 18, 2026

Re: Adopt a Resolution to Revise the Housing Authority's Conflict of Interest Code.

---

### **BACKGROUND**

In 1991, the Board of Commissioners adopted the Housing Authority's Conflict of Interest Code by Resolution No. 589, which incorporated the Fair Political Practices Commission's (FPPC) standard model to ensure compliance with all required provisions. Over the years, revisions have been necessary to keep the Conflict of Interest Code up to date.

The Conflict of Interest Code is scheduled to be brought to the Board of Commissioners on even years for consideration of any proposed revisions.

### **DISCUSSION**

The most recent revision was approved by the Board of Commissioners on October 16, 2024, with Resolution No. 1081.

The changes proposed to the Conflict of Interest Code at this time are limited to changes to Appendix A. The changes proposed at this time reflect changes in staff and consultants that are designated to disclose investments, sources of income, and business positions, and titles of the Housing Authority positions, and elimination of positions no longer on the Schedule of Authorized Positions or Pay Schedule.

Once the Conflict of Interest Code revisions are adopted by this Board, it must be presented to the City of Alameda, who is the Code Reviewing Body for approval.

### **FISCAL IMPACT**

There is no fiscal impact to the proposed change in policy.

### **CEQA**



**RECOMMENDATION**

Adopt a Resolution to Revise the Housing Authority's Conflict of Interest Code.

**ATTACHMENTS**

1. Disclosure Exhibits\_ 2-2026
2. Resolution Exhibit 2 - Conflict of Interest Code 2-2026 (2)
3. 02-18-2026 Disclosure Board

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'AS' with a flourish.

Alicia Southern, Director of Human Resources

# EXHIBIT 1

## Appendix A to Conflict of Interest Code: Designated Employees

Updated October 16, 2024 February 18, 2026

Number in category	Title	Disclosure Category
7	Board of Commissioners	1
1	Executive Director	1
0	Deputy Executive Director	1
1	Director of Human Resources	1
1	Director of Finance/Chief Financial Officer	1
1	Director of Property Operations	1
40	Director of Housing Programs	1
4	Director of Asset Management	4
1	Director of Housing Development	1
40	Director of Data and Policy	1
1	Director of Administration and Services	1
01	Senior Program Director	1
1	Senior Executive Assistant	1
1	Controller/Assistant Director of Finance	1
1	Senior Management Analyst	1
1	Assistant Director of Housing Programs	1
1	Community Relations Manager	1
1	Assistant Director of Administrative Services	1
0	Assistant Director of Property Management	1
0	Assistant Director of Housing Development	4
40	Human Resources Manager	1
0	Procurement and Administrative Services Manager	1
0	Risk Control Manager	4
79	Management Analyst	1
0	Accounting Officer	1
3	Board Members of Island City Development	1
7	Board Members of Alameda Affordable Housing Corporation	1
01	Construction Project Manager	1
1	Senior Construction Project Manager	1
40	Project Manager	1
20	Senior Project Manager	1
1	Associate Project Manager	1
0	Senior Property Manager	1
0	Senior Asset Manager	1
40	Asset Manager	1

**EXHIBIT 2**

40	Associate Asset Manager	1
4	Housing Programs Supervisor	4
1	Housing Development Accounting Officer	1
Varies	Financial and Developer Consultants	2
Varies	Consultants whose decision may impact <u>legal</u> , budget, and/or project decisions	2



**Appendix B to Conflict of Interest Code: Disclosure Categories**

Updated July 2013

**General Provisions**

A designated employee required to disclose investments, sources of income and business positions need only disclose investments in business entities and sources of income which do business in the City of Alameda or have done business in the City of Alameda within the past two (2) years. In addition to other activities, a business entity is doing business within the City if it owns real property within the City. A designated employee required to disclose interests in real property need only disclose real property which is located in whole or in part within the City of Alameda.

Designated employees shall disclose their financial interest pursuant to the appropriate disclosure categories as indicated in Appendix A.

**Category 1:**

1. All interests in real property in the City of Alameda. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
2. Investments and business positions in business entities from sources which engage in or may foreseeably engage in work or services of the type used by the Housing Authority of the City of Alameda or City of Alameda.
3. Income, including gifts, loans and travel payments, from sources which engage in or may foreseeably engage in work or services of the type used by the Housing Authority of the City of Alameda or City of Alameda.

**Category 2:**

- A. The Executive Director may determine in writing that a particular consultant, although a designated position, is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements, but instead must comply with more tailored disclosure requirements specific to that consultant. Such written determination shall include a description of the duties performed and a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code.

This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



**HOUSING AUTHORITY OF THE CITY OF ALAMEDA OF THE CITY OF  
ALAMEDA**

*Resolution No. \_\_\_\_\_*

**REVISING THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA 'S  
CONFLICT OF INTEREST CODE**

**WHEREAS**, the Housing Authority of the City of Alameda on April 2, 1991, adopted a Conflict of Interest Code pursuant to the Political Reform Act, Government Code Section 8100, et seq.; and

**WHEREAS**, on March 21, 2012, this code was revised with Resolution No. 841; and

**WHEREAS**, on June 26, 2013, this code was revised with Resolution No. 876; and

**WHEREAS**, on August 20, 2014, this code was revised with Resolution No. 899; and

**WHEREAS**, on November 19, 2014, this code was revised with Resolution No. 939;  
and

**WHEREAS**, on September 21, 2016, this code was revised with Resolution No. 941; and

**WHEREAS**, on September 19, 2018, this code was revised with Resolution No. 967; and

**WHEREAS**, on September 16, 2020, this code was revised with Resolution No. 1000;  
and

**WHEREAS**, on September 29, 2022, this code was revised with Resolution No. 1039;  
and

**WHEREAS**, on October 16, 2024, this code was revised with Resolution No. 1081; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Housing Authority of the City of Alameda of the City of Alameda that the Conflict of Interest Code adopted by Resolution 589, as revised by Resolution 841, 876, 899, 939, 941, 967, 1000, 1039, and 1081 is further revised to include this revised list of "Designated Positions" in Appendix A of the Conflict of Interest Code:

Title	Disclosure Category
Board of Commissioners	1
Executive Director	1

<b>Title</b>	<b>Disclosure Category</b>
Deputy Executive Director	1
Director of Human Resources	1
Director of Finance/Chief Financial Officer	1
Director of Property Operations	1
Director of Housing Programs	1
Director of Housing Development	1
Director of Data and Policy	1
Director of Administration and Services	1
Senior Program Director	1
Senior Executive Assistant	1
Controller/Assistant Director of Finance	1
Senior Management Analyst	1
Community Relations Manager	1
Assistant Director of Administrative Services	1
Assistant Director of Property Management	1
Assistant Director of Housing Development	1
Human Resources Manager	1
Procurement and Administrative Services Manager	1
Management Analyst	1
Accounting Officer	1
Board Members of Island City Development	1
Board Members of Alameda Affordable Housing Corporation	1
Construction Project Manager	1
Senior Construction Project Manager	1
Project Manager	1
Senior Project Manager	1

Title	Disclosure Category
Associate Project Manager	1
Senior Property Manager	1
Senior Asset Manager	1
Asset Manager	1
Associate Asset Manager	1
Development Accounting Officer	1
Financial and Developer Consultants	2
Consultants whose decision may impact legal, budget, and/or project decisions	2

**BE IT FURTHER RESOLVED**, that Appendix B provides a definition of the “Disclosure Categories” for the above designated Positions.

**BE IT FURTHER RESOLVED**, that a designated employee required to disclose investments, sources of income and business positions need only disclose investments in business entities and sources of income which do business in the City of Alameda or have done business in the City of Alameda within the past two (2) years. In addition to other activities, a business entity is doing business within the City if it owns real property within the City. A designated employee required to disclose interests in real property need only disclose real property which is located in whole or in part within the City of Alameda.

**BE IT FURTHER RESOLVED**, that Category 1 requires designated employees to report the following:

1. All interests in real property in the City of Alameda. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
2. Investments and business positions in business entities from sources which engage in or may foreseeably engage in work or services of the type used by the Housing Authority of the City of Alameda or City of Alameda.
3. Income, including gifts, loans and travel payments, from sources which engage in or may foreseeably engage in work or services of the type used by the Housing Authority of the City of Alameda or City of Alameda.

**BE IT FURTHER RESOLVED**, that Category 2 requires designated employees to report the following:

1. The Executive Director may determine in writing that a particular consultant, although a designated position, is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure

requirements, but instead must comply with more tailored disclosure requirements specific to that consultant. Such written determination shall include a description of the duties performed and a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code.

**BE IT FURTHER RESOLVED**, that this Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1).

**BE IT FURTHER RESOLVED**, to submit the revised Conflict of Interest Code to the Council of the City of Alameda with recommendation to adopt a resolution to approve the Conflict of Interest Code as the code reviewing body.

ATTEST:

\_\_\_\_\_  
Vanessa M. Cooper, Secretary

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

Adopted: \_\_\_\_\_

# Resolution to the Conflict of Interest Code

February 18, 2026

Alicia Southern, Director of Human Resources



Housing Authority  
of the  
City of Alameda

[www.alamedahsg.org](http://www.alamedahsg.org)



Housing Authority  
of the  
City of Alameda

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# Disclosure of Conflict of Interest

- 1991 AHA incorporated, and the BOC adopted, the Fair Political Practices Commission's standard model, as reflected in the Conflict of Interest Code.
- The Conflict of Interest Code is updated every 2 years. The last revision was October 16, 2024.



# Changes reflected in the Appendix A

- Remove positions no longer used
- Add newly created positions
- Correct any changes in position titles



# Recommendation

**Adopt the resolution to revise the Housing Authority's Conflict of Interest Code in order to continue to comply with the Fair Political Practices Commission's standard model.**



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Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources

Date: February 18, 2026

Re: Adopt a Resolution to revise the Housing Authority of the City of Alameda's Employee Policies and Procedures Handbook.

---

## **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) became an autonomous agency in 2012 and various changes have triggered legal or policy changes since then to the AHA Employee Policies and Procedures Handbook. Changes are reviewed by legal counsel and approved by the Board of Commissioners. The last revisions to the Employee Policies and Procedures Handbook were made on May 21, 2025.

## **DISCUSSION**

Revisions to the Employee Policies and Procedures Handbook are being brought to the Board for review and approval. The Employee Policies and Procedures Handbook has been reviewed by attorneys with Liebert Cassidy Whitmore, who ensured compliance with state and federal laws. Legal input was incorporated into the final document that is being presented for review. The staff have been provided a copy of the proposed changes on January 6, 2026 to review before the Board meeting and have been invited to optional meetings to provide feedback where held on January 14 and January 21, 2026.

The policy is being brought in track changes format, as is typical, to highlight the revisions and additions that were made.

A brief explanation of the changes is below.

Changes made for business (aligning with current processes or providing clarification), editing, and/or formatting purposes include:

1. Correcting punctuation, policy names, position titles, and/or deleting any duplicate language.
2. Agency Goals and Objectives: Eliminating the two-year work plan.
3. Reasonable Accommodation of Protected Disabilities: Removal of "or designee"



after Director of Human Resources.

4. At-Will Employment: Updates to clarify that employees hired before March 31, 2025 will remain “for cause” unless promoted to a Director level or higher, which are “at-will” positions.
5. Vacation Leave and Accrual: Revising “calendar days” to “business day” for submitting leave requests. This provides more time for AHA management to make operational staffing decisions. Clarification that requests for unpaid leave must be made in advance of scheduled leave time off.
6. Leave Accruals: Clarifications on dates.
7. Exempt Employees: Bringing language into compliance with current exempt two-hour leave requirements.
8. Acting Pay: Clarification on Assistant Directors acting for Directors in their absence, as outlined in their job descriptions. Clarification on when acting pay begins.
9. Voluntary Termination: Clarifying that to leave AHA employment in good standing an employee must provide a minimum of 10 full working days’ notice.

Policy changes are described below, along with a brief summary of the rationale for the changes.

1. Separation of a Probationary Employee: An employee who voluntarily separates from AHA after working “for cause” will be considered “at-will” if re-hired after a separation of at least six months.
2. Employment of Members of the Board of Commissioners: Changed to Employment of a Public Official. Adding in language for ICD Board members regarding disclosure of prospective employment. Clarifying that rules may differ for AHA appointed employee Board members to comply with Assembly Bill (AB) 1286.
3. Personnel Files: Addition of education and training materials to the Personnel Files to comply with Senate Bill (SB) 513.
4. Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure: Addition of protections against retaliation for taking time off for jury service, court appearances, or circumstances related to qualifying acts of violence or crime to comply with Assembly Bill (AB) 406.

### **FISCAL IMPACT**

There are minor fiscal impacts to the proposed changes in policy that should be offset by savings in salary and administrative costs.

### **CEQA**

N/A

### **RECOMMENDATION**

Adopt a Resolution to revise the Housing Authority of the City of Alameda’s Employee

Policies and Procedures Handbook.

**ATTACHMENTS**

1. AHA Handbook Revisions JAN 2026
2. Reso-Amend Employee Handbook 02-2026
3. Employee Handbook PPT BOC 2-18-26

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'AS' with a stylized flourish.

Alicia Southern, Director of Human Resources

## EMPLOYEE POLICIES AND PROCEDURES HANDBOOK

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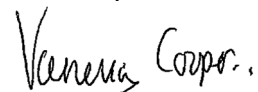
## WELCOME TO THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA

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

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

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

Sincerely,



Vanessa Cooper, Executive Director

### OUR VISION

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

### OUR MISSION

The Housing Authority of the City of Alameda advocates for and provides quality, affordable, safe housing; encourages self-sufficiency; and builds community partnerships.

### OUR GUIDING PRINCIPLES

- Our services, policies and staff considerations shall reflect this agency's commitment to building engaged, supportive communities.
- Our agency goals will be achieved by ongoing collaboration with customers and community partners.

### AGENCY GOALS AND OBJECTIVES

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

## **PART ONE: INTRODUCTORY INFORMATION**

### **HANDBOOK USE AND PURPOSE**

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

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

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

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

### **AGENCY BACKGROUND**

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

The AHA Executive Director is the staff person responsible to the Board of Commissioners. The Executive Director is also charged with the responsibility of carrying out Board policy and is

generally responsible for the efficient administration of Housing Authority programs. The Executive Director (and designated personnel) has the authority to enforce the policies approved and adopted by the Board of Commissioners, and has specific authority for:

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

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

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

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

#### **YOUR RESPONSIBILITIES AS A PUBLIC EMPLOYEE**

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

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

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

- Deny a person such benefits.

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

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

### **Conflict of Interest / Misuse of Funds**

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

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

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

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

### **Confidentiality**

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

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

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

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

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

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

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



### **Political Activities**

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

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

### **Responsibility in a Disaster**

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

### **Real Estate and Broker's License**

AHA does not require any employee to hold a Real Estate or Broker's license. All staff possessing a license must disclose at the time of receipt and annually thereafter on the AHA Real Estate License form. No employee is authorized to conduct non-work real estate licensed activities in the City of Alameda under our current policy. Any employee seeking to use their real estate license, even for the purchase or sale, needs to submit the outside employment form.

Employees who hold a California real estate Broker's license with AHA may utilize their license to buy or sell their primary home only, and only on their own behalf (i.e. they must be on title). To avoid conflicts, any such transaction must be outside of the City of Alameda. The employee must seek advance approval from HR and the Executive Director and sign a waiver of all responsibility with the agency before proceeding and may not use the agency name, equipment or time in that transaction. The employee may be required to repay the prorated amount of any license fee and training costs paid by AHA since the last renewal and must re-list the license at the home address.

### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the Housing Authority of the City of Alameda to afford equal opportunity in all aspects of employment to all persons without discrimination on the basis of race, religion (including religious dress or grooming), sex (including gender, gender identity, gender expression, transgender, as well as pregnancy, childbirth, breastfeeding, or related medical conditions), national origin, ethnicity, ancestry, citizenship, age, physical or mental disabilities, color, marital status, registered domestic partner status, sexual orientation (including homosexuality, bisexuality, or heterosexuality), genetic information, medical condition (including cancer and genetic characteristics), military or veteran status, exercise of rights under the Pregnancy Disability Leave Law or the California Family Rights Act, or any other basis protected by applicable federal, state, or local law. This policy shall apply to all employees and



applicants for employment, and unpaid interns, and extends to all phases of employment, including recruitment, hiring, training, promotion, demotion, transfer, discipline, discharge or layoff, rehiring, compensation, and benefits. It is the responsibility of everyone in management to ensure that equal consideration is given to all applicants and employees in personnel actions. Please see the Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure in the Standards of Conduct section for additional information and guidance.

### REASONABLE ACCOMMODATION

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

1. Qualified individuals with any known physical or mental disability, both applicants and employees, to enable them to perform essential job functions;
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if they so request, and with the advice of their health care provider, which may include a temporary transfer to a less strenuous or hazardous position for the duration of their pregnancy if the transfer can be reasonably accommodated;
3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work;
4. Employees who are victims of a qualifying act of violence, or whose family members are victims; and
5. Employees who request reasonable accommodation to address a conflict between religious belief or observance, including religious dress and grooming practices, and any employment requirement.

### REASONABLE ACCOMMODATION OF PROTECTED DISABILITIES

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

1. **Request for Accommodation.** An employee or applicant who desires a reasonable accommodation in order to perform their essential job functions should make a request, preferably in writing, to the Director of Human Resources ~~or designee~~. A form is available from Human Resources. If a request is made verbally, AHA will either request that the employee put the request in writing or document the verbal request that the employee has made. The request must identify both the job-related function(s) at issue and the desired accommodation(s). Alternatively, employees may make their request to their direct supervisor, who will be responsible for communicating the request for accommodation to Human Resources. Alternatively, the Housing Authority may become

aware of the potential need for reasonable accommodation through a third party or observation of the employee's work, and may therefore initiate the interactive process.

2. **Requests for Medical Information.** Following receipt of the request, the Housing Authority may require reasonable documentation from a health care provider of the existence of a disability and that an accommodation is necessary. The Housing Authority may also require an employee to undergo a fitness for duty examination at the Agency's expense where there is significant evidence that the employee's ability to perform one or more essential functions of the job has declined, or significant evidence that could cause a reasonable person to question whether an employee is still capable of performing one or more of the essential job duties, or whether an employee is capable of performing those duties in a manner that does not harm the employee or others. The fitness for duty examination will to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The Housing Authority may also require that an Agency-approved physician conduct the examination.
3. **Interactive Process.** After receipt of any requested reasonable documentation of disability and need for accommodation and/or fitness for duty report, the Housing Authority will arrange for one or more discussions, in person or via telephone or video conference call, with the employee or applicant and their designated representative, if any. The purpose of the interactive discussion process is to work in good faith to explore fully all feasible potential reasonable accommodations. An interactive process meeting may be requested by the employee or employer before, or during, or after the approval process. The supervisor may attend where the accommodation impacts the day to day work or for a leave of absence.
4. **Case-by-Case Determination.** The Housing Authority determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. AHA will not provide accommodation(s) that would pose an undue hardship upon Housing Authority finances or operations, or that would endanger the health or safety of the employee or others.
5. **Medical Records.** Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the Human Resources Director, legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law.

#### **COMPLAINT PROCEDURE FOR COMPLAINTS OF DENIAL OF REASONABLE ACCOMMODATION**

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

The Executive Director shall investigate the complaint and make a determination regarding whether a reasonable accommodation can be provided. As part of this complaint resolution procedure, the Executive Director may require the applicant/employee and an AHA

representative to meet to discuss potential reasonable accommodations and to try to agree on a specific reasonable accommodation. The Executive Director shall have the authority to determine which reasonable accommodation, if any, shall be provided. The Executive Director's decision is final and binding as to AHA's reasonable accommodation obligations.

## **PART TWO: EMPLOYMENT AND HIRING POLICIES**

### **WORK ELIGIBILITY**

#### **Verification of Authorization to Work in the United States**

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

#### **Background Checks**

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

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

With a candidate's prior written authorization, AHA may also collect credit information on applicants consistent with the guidelines set forth by the federal Fair Credit Reporting Act (FCRA). Credit information is generally required for finance-related and all senior management level positions.

All background checks, with the exception of employment references, are conducted by a third-party agency. The Housing Authority complies with all applicable federal, state and local laws, including fair employment practices and equal employment opportunity, when conducting

background checks. All information obtained from the background check process will only be used as part of the employment hiring process and will be kept strictly confidential.

### **Pre-Employment Physical**

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

### **California Driver License and Insurance**

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

The AHA is required by our insurance carrier to verify that all staff who need to drive for their position are authorized to drive and to meet our insurer's requirements at all times. For employees who drive in the course of AHA business and those who do not, AHA verifies compliance with the insurer's requirements upon hire and annually thereafter. All employees should inform HR immediately if they are involved in any moving violation either at work or on their own time or have other incident that may impact their authorization to drive. In the event of a lack of a valid driver's license, the Agency will meet with the employee to see whether any accommodation is possible.

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

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

The Executive Director may award a temporary or regular car allowance to exempt employees who drive regularly on AHA business of \$250 per month. In such cases the employee will not be entitled to additional reimbursement of mileage except for trips over 100 miles.

### **WORK LOCATION**

**THE AHA HAS SEVERAL OFFICES AND STAFF WILL BE ASSIGNED BASED ON BUSINESS NEED. ALL STAFF SHOULD BE AWARE THAT DUE TO EVOLVING BUSINESS NEEDS, AHA CANNOT GUARANTEE THAT THE POSITION WILL BE OR REMAIN ALLOCATED TO A SPECIFIC LOCATION.**

#### **AT-WILL EMPLOYMENT**

All newly employees hired on or after April 1 2025 will be classified as “at-will”. In addition, all employees promoted to Director-level or higher positions after April 1, 2025 will be at-will. This means that AHA may terminate the employment relationship at any time, for any reason or no reason, with or without cause, and without advance notice. Disciplinary due process procedures provided in Part 12 of this Handbook do not apply to employees hired or promoted into at-will classifications. Employees promoted to a Director-level or higher position on or after April 1, 2025 will be required to sign a notification and acknowledgement of at-will employment in their offer letter as a condition of promotion. Employees who were hired on or before March 31, 2025 will remain “for cause” employees and if promoted will serve a probationary period of twelve (12) months, unless promoted to Director or higher which are “at-will” positions.

In the event of separation from employment, at-will employees may be eligible for severance compensation in an amount approved by AHA as part of a negotiated settlement agreement.

#### **EMPLOYEE CLASSIFICATIONS**

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

- Exempt Employee: An executive, administrative, or professional employee who is exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”). Exempt employees are not eligible for, and will not be paid, overtime. Exempt employees may be required to attend monthly Board meetings and to perform work outside of regular work hours, in order to complete their job duties.
- Non-exempt Employee: An employee (generally paid by the hour) who is eligible for overtime pay under the FLSA.

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

- For-Cause Employee: An employee hired on or before March 31, 2025, who successfully completed the probationary period in their current job. A for-cause employee can only be terminated from employment for cause, subject to the disciplinary due process requirements set forth in Part 12 of the Handbook

- **At Will Employee:** Includes all employees hired after April 1, 2025, and all employees promoted to a Director-level or higher position after April 1, 2025. An at-will employee does not hold regular status and may be separated at any time, without cause, and without right to any appeal or grievance.
- **Regular Full-Time Employee:** An employee who is regularly scheduled to work an average of 36 hours or more per workweek/72 hours per pay period, and who is not in a temporary or probationary status. Regular full-time employees are eligible for all benefit programs offered by AHA.
- **Regular Part-Time Employee:** An employee who is regularly scheduled to work fewer than an average of 36 hours per week/72 hours per pay period, and who is not in a temporary or probationary status. Part-time employees receive pro-rated benefits, where indicated, based on actual hours worked, plus any other legally mandated benefits such as workers' compensation insurance.
- **Probationary Employee (For employees hired on or before March 31, 2025):** An employee in a probationary period (see section below for definition). A probationary employee is eligible for any benefits that they would have in a regular full-time or part-time position, subject to probationary period requirements.
- **Contract Employee:** An employee working under a contract which outlines wages, benefits and working conditions of the position, and which takes precedence over any conflicting terms in the Employee Handbook. Contract employees may work on a full-time or part-time basis, and are "at will" employees, meaning that the employee or AHA may terminate employment at any time, with or without notice and with or without cause, unless otherwise stated in their contract.
- **Temporary Employee:** An employee whose employment is normally for a defined period of time or a particular project. Temporary employees are not eligible for any Housing Authority benefits or leave provisions unless required by law. Temporary employees are "at will" employees and the employee or AHA may terminate employment at any time, with or without notice and with or without cause.

#### **CHANGES IN EMPLOYEE CLASSIFICATIONS**

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

#### **PROBATIONARY PERIOD**

For employees hired on or before March 31, 2025, employees are considered probationary beginning with their date of hire. Probationary employees may be separated from the Housing Authority without cause, without prior notice, and without the right of appeal or hearing. During the probationary period, which is considered to be the final phase of the employment selection process, performance will be carefully evaluated and a determination made regarding whether the employee's job performance is sufficient to pass the probationary period. The fact

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

- **Duration of Probationary Period:** All appointments to a regular position will be probationary for a period of no less than 12 months (1,872 hours of actual, supervised service in the position). Leaves of absence of thirty (30) calendar days or more will result in the extension of the probationary period by an equal amount of time. Time worked in a different class or position is not considered as part of the probationary period. AHA reserves the right, and has the sole and absolute discretion, to extend the duration of the probationary period when such an extension is determined to be appropriate and necessary.
- **Separation of Probationary Employee:** A probationary employee may be separated from employment with the Housing Authority without cause, without prior notice, and without the right of appeal or hearing. Additionally:
  1. A probationary employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted, unless the employee is discharged, or unless the former position is no longer available (i.e., the position has been filled or eliminated).
  2. A probationary employee who receives a promotion during the initial probationary period with AHA and is subsequently rejected from the promoted position will not be reinstated to the prior position but will be separated from Agency employment.
  - ~~2-3.~~ An employee who voluntarily separates from AHA employment after working “for cause” and is later re-hired after a separation of at least six months will be considered “at will”.

#### CHANGE OF POSITION

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



## **JOB DESCRIPTIONS**

All employees shall be provided with copies of their job descriptions. Job descriptions are intended to present a descriptive list of the range of duties performed by employees; they are not intended to reflect all duties performed within the job, and employees may be required to perform duties not set forth in the job description. Job descriptions may be rewritten in the event of major new job responsibilities or other significant, ongoing changes in duties.

## **JOB POSTINGS**

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

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

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

### **In-House Promotions**

The Housing Authority encourages employees to apply for promotions to positions for which they are qualified. Promotions and transfers shall be based on the ability, qualifications, and potential of the candidates for the position. Employees must have successfully passed their probationary period, if applicable with the agency in order to be eligible for promotion (in other words, employees are not eligible to be promoted during a probationary period, whether initial or promotional), unless the Executive Director authorizes an exception. At-will employees shall not apply for a promotion if they are within their first twelve months of employment without written authorization from the Executive Director for an exception. Employees who are interested in posted positions should submit an employment application prior to the closing date on the job announcement. If an employee is interested in applying for a promotion, the employee may also wish to discuss the matter first with their immediate supervisor, department head, or the Director of Human Resources. As part of the application evaluation process of internal candidates who apply for either promotional or open job vacancies, references will be obtained from current or prior AHA supervisor(s) and the employee's past performance will be reviewed and considered.

### **Offers of Employment**

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



## **HIRING OF RELATIVES**

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

Notwithstanding this policy, however, in the interest of avoiding conflicts of interest, or appearances of conflicts, the Agency retains the right to refuse to appoint a person to the same department or division where a “close relationship” to another employee has the potential for creating adverse impact on supervision, safety, security or morale, or involves a potential conflict of interest. The Department Director is responsible for determining if such a potential for adverse action exists or not, and this determination is then reviewed and approved by the Executive Director or their designee. AHA will also utilize the following guidelines with respect to nepotism:

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

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

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

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

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

## **WORKPLACE RELATIONSHIPS**

The Housing Authority desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee

morale and dissension problems that can potentially result from romantic relationships in the workplace.

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

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

#### EMPLOYMENT OF ~~MEMBERS OF THE BOARD OF COMMISSIONERS~~ A PUBLIC OFFICIAL

To preserve the objectivity and integrity of the Housing Authority's ~~Commission~~, any Commission and Board members who wishes to apply for employment with AHA must first resign from the Commission. There is a 12-month look back period after the resignation of the Commission or Board member before they are eligible for AHA hire. The State of California Fair Political Practices Commission may have additional rules on hiring of Commission or Board Members as employees.

A Commission or Board member must disclose any arrangement for prospective employment, defined as "arrangement for prospective employment" as an agreement in which a person has accepted a job offer from a future employer, whether verbally or in writing. When an arrangement for prospective employment is required to be reported, the statement shall contain the following information:

- (1) the date that the filer accepted the prospective employer's offer of employment;
- (2) the business position;
- (3) a general description of the business activity of the prospective employer; and
- (4) the name and street address of the prospective employer

Different rules may apply to AHA appointed employee Board members.

#### OUTSIDE EMPLOYMENT

The Housing Authority does not generally preclude employees from holding another job during off-duty hours (i.e., those hours during which an employee is not scheduled or otherwise required to work or be on call), and will not unreasonably deny such requests, as long as employees can effectively meet the performance standards for their positions with the Agency,

the outside employment does not conflict with the employee's AHA work schedule, they request approval before starting the outside employment, and there is no actual or perceived conflict of interest with any other party involved. Outside employment shall not be permitted if it is inconsistent, incompatible or in conflict with their Housing Authority duties, functions, responsibilities, or that of the department in which they are employed at the Housing Authority. Outside employment includes part-time, seasonal, temporary, or freelance work, including self-employment and "gig" work. Employees are advised to think seriously about the effects that such extra work may have on the limits of their endurance, overall personal health, and effectiveness with the Agency. AHA will hold all employees to the same standards of performance and scheduling demands, including, for certain positions, being able to respond in emergencies, and cannot make exceptions for employees who also hold outside jobs. Further, all employees, whether they hold an outside position or not, are expected to devote their full time and attention to AHA duties during work hours and are not to use Agency resources or time for matters unrelated to their position.

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

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

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

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

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

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

### **PART THREE: EMPLOYEE DEVELOPMENT**

#### **PERFORMANCE MANAGEMENT**

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

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

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

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

performance. Supervisors should notify and work with the Director of Human Resources when any performance issues are identified that require a written improvement plan.

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

The Executive Director, at their discretion, may allow any alternative performance review schedule as necessary, including business need, or during an emergency, or due extended absences of the supervisor or supervisee.

### **PROFESSIONAL DEVELOPMENT**

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

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

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

All staff are required to complete mandatory trainings, including safety training, on a schedule to be set by HR and/or Executive Director or by state or federal law.

### **PART FOUR: EMPLOYEE BENEFITS**

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

- Health, Dental and Vision Insurance

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

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

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

The benefits described below are available to regular, full-time employees. Benefits for part-time, temporary, and contract employees may be different.

Timely submission of paperwork to HR for adding and deleting dependents to benefits is required from all employees. Staff who do not provide timely paperwork for the addition of dependents or validation of cash in lieu of medical may risk missing the enrollment periods for benefits or the discontinuation of in lieu payments. Staff who do not provide timely paperwork for the deletion of dependents may be required to carry the cost of care or premiums for dependents enrolled on AHA plans. Additional information is available from Human Resources.

#### **DEFINITION FOR ELIGIBILITY**

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

#### **CAFETERIA PLAN**

The Housing Authority's benefits program is managed through an IRS Section 125 Cafeteria Plan for active employees. The cafeteria plan will be available to all active employees to pay for some or all of the costs of qualified benefits as defined by law. If the cost of the employee's benefits is more than the approved contribution amount, the difference will be deducted from

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

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

## **HEALTH INSURANCE**

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

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

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

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

Employees may opt out of health insurance. Employees eligible for any cash-in-lieu benefit, must provide the following in order to receive the cash-in-lieu: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the



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

#### **DENTAL INSURANCE**

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

#### **VISION INSURANCE**

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

#### **INSURANCE CONTINUATION (COBRA)**

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

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

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



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

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

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

### **LONG TERM DISABILITY INSURANCE**

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

### **PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

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

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

### **FLEXIBLE SPENDING ACCOUNT**

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

### **STATE DISABILITY INSURANCE (SDI)**

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

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

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

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

### **PAID FAMILY LEAVE (PFL) INSURANCE PROGRAM**

Housing Authority employees are also covered under the state-administered Paid Family Leave (PFL) insurance program. PFL is an employee-paid benefit that provides partial wage replacement when an employee is taking approved time off work to care for a seriously ill parent, child, or spouse/registered domestic partner, sibling, grandparent, grandchild, or parent in-law, or to bond with a new minor child.

While the state may grant PFL benefits when an employee is taking leave to care for a sibling, grandparent, grandchild, or parent in-law, please note that employees are not eligible to take Family/Medical Leave under FMLA for these situations but may be eligible for CFRA leave. Employees who wish to request a leave of absence to care for a family member should contact Human Resources regarding available leave options.

Up to eight weeks of PFL benefits may be paid in a 12-month period. EDD determines eligibility for benefits, and per EDD, there is no waiting period before PFL benefits begin. Information regarding eligibility and claim forms are available from the local EDD office, from the EDD website at: <https://edd.ca.gov/disability/paid-family-leave/>, or by calling 1-877-238-4373.

### **DEFERRED COMPENSATION (457, 457 ROTH, AND ROTH IRA)**

Any full-time employee is eligible to defer a portion of their compensation on a pre-tax or after-tax (Roth) basis by participation in a Section 457 deferred compensation plan and/or a Roth IRA. Section 457 contributions may be made on a pre-tax or after-tax basis, while Roth IRA contributions are made on an after-tax basis. Contributions for both types of plans may be made through regular payroll deductions. Contributions are voluntary; there are no employer contributions. See Human Resources for additional details.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Housing Authority's Employee Assistance Plan (EAP) is designed to provide confidential assistance to full-time employees by providing professional consultation, assessment, and

referral. The EAP is available to employees and their families at no charge. Contact Human Resources for more information.

#### **EDUCATION ASSISTANCE AND TUITION REIMBURSEMENT**

The Housing Authority may reimburse employees who voluntarily take educational courses that may benefit their job performance or provide preparation for promotional opportunities. The Executive Director and Department Director will make the final determination on requests for reimbursement. The Executive Director will set the amount annually, dependent on the availability of sufficient funds.

To be eligible for education assistance, the education and training must be:

1. Related to the employee's occupational area or of demonstrated value to AHA;
2. Through an accredited educational institution/program and is a required course for a degree or certificate program; and
3. Completed during the employee's own time.

An employee who applies for education assistance must have completed the initial probationary period, demonstrate satisfactory performance, and may not have had any documented disciplinary action, at a written warning or higher level, taken against them during the one-year period prior to application. To apply, the employee must submit a written request to their supervisor outlining the type of degree or certificate program, anticipated date of completion, course of study and planned classes, and projected program cost, including tuition, academic fees, and books.

Reimbursement, if approved, shall be made when the employee completes the course or training, and receives a passing grade of C or better or passing certification requirements. Costs for programs of study that extend beyond one year may be submitted on an annual basis. Expenses must be validated by receipts, and a copy of the final transcript or certification must be presented. Reimbursement will be restricted to registration fees for tuition costs and books listed in the course description that are required to complete the class or course. No reimbursement shall be made for late fees, parking fees, or any electronic equipment.

If an employee voluntarily terminates employment with the Housing Authority and received tuition reimbursement assistance, they will be required to reimburse the Housing Authority in full for any tuition assistance received during the last six months prior to their departure.

#### **WORKERS' COMPENSATION**

The Housing Authority carries Workers' Compensation insurance coverage as required by law to protect employees who are incapacitated by injury or illness arising out of their employment. This insurance provides qualified employees with medical, surgical, and hospital treatment in addition to payment for loss of earnings that results from work related injuries or illnesses. The cost of this coverage is paid completely by the Housing Authority.

Injuries, regardless of how minor, must be reported immediately to a supervisor. The employee will be required to complete a Housing Authority incident report form as soon as possible and is provided with the "Employees Report of Injury" (DWC1) within one day of the injury. When medical treatment is required, the employee will go or be taken to Concentra Medical Center, Kaiser On-The-Job Center or another care center approved by the workers compensation insurer, or after hours to the closest hospital (as posted in each work area), unless the employee has a written Predesignation of Personal Physician form which has been signed by the Physician on file prior to injury.

The Agency shall continue wages for time needed for the employee to attend the first visit for a work injury, plus reasonable travel time (e.g., travel to/from the nearest Concentra or Kaiser Center). For subsequent visits or treatments for a work injury, employees must use their paid leave balances for any time away from work.

### **UNEMPLOYMENT INSURANCE**

When an individual's employment terminates, they may be eligible to receive unemployment compensation. This State-provided insurance provides a weekly income for qualifying individuals who were subject to involuntary termination or lay off. The amount of compensation varies with the individual because it is based on earnings. A claim must be filed with the State by the terminating employee in order to collect this benefit.

### **MEDICARE**

All employees contribute to Medicare, with a deduction made from each employee's gross earnings in accordance with the law. The Housing Authority contributes an amount equal to that paid by each employee.

### **SOCIAL SECURITY AND PARS**

The Housing Authority of the City of Alameda **does not** participate in Social Security; retirement contributions are made solely through CalPERS. Employees who are not eligible for membership in the CalPERS retirement program are enrolled in PARS (Public Agency Retirement Services) instead. Contact Human Resources if you would like additional information about PARS.

### **VACATION – ACCRUED LEAVE PAY OUT**

The Executive Director, with the approval of the Board of Commissioners may establish an accrued vacation pay out program. The plan will comply with all State, Federal, and IRS regulations.

## **PART FIVE: PAID TIME OFF**

### **VACATION LEAVE**

The Housing Authority provides paid vacation time to regular full-time employees and part-time employees so that they may take time off to relax, recuperate and recharge.

Time off is approved based on the employee having available accrued leave at the time of the leave. If the employee does not have sufficient available leave at the time of the absence, then AHA may rescind the approval and/or ask the employee to resubmit for a shorter period for which they have accrued leave. Employees are responsible for monitoring their own leave balances to ensure they have adequate leave accrued. Staff are not eligible to take unpaid leave for such absences, unless they have received Executive Director approval in writing in advance of the scheduled time off.

## Accrual

Vacation leave is earned by eligible full-time regular employees. Tables below indicate the accrual rate per year of service in paid status, depending on the date of hire. Employees only accrue vacation leave while in paid status. Vacation leave does not accrue when an employee is in unpaid status. Vacation accrual will be prorated for employees in partial paid status in a given pay period.

TABLE A - NOTES:					
1 Applies to all staff <del>who joined before April 1, 2025</del> hired on or before March 31, 2025					
2 Exempt employees who started before February 17, 2022 with a higher level of leave continue to accrue 0.5 days a year up to the maximum of 25 days					
3 Exempt employees who started after February 17, 2022 with a higher level of vacation, do not accrue additional time off in their Years of Service until their regular accrual reaches to the higher level of vacation granted					
4 Maximum days accrued will not be more than 25 Days annually					
5 One Day is represented at 7.5 Hours					
6 Vacation Accrual will be earned while on a paid status on a pay period basis throughout the year					
TABLE A: MAXIMUM ANNUAL VACATION ACCRUAL					
Years of Service	Vacation Hours Accrued Per Pay Period in Full Paid Status	Vacation Days Accrual	Years of Service	Vacation Hours Accrued Per Pay Period in Full Paid Status	Vacation Days Accrual
Start of Year 1	2.88	10	Start of Year 14	5.63	19.5
Start of Year 2	2.88	10	Start of Year 15	5.77	20
Start of Year 3	2.88	10	Start of Year 16	5.91	20.5
Start of Year 4	2.88	10	Start of Year 17	6.06	21
Start of Year 5	4.33	15	Start of Year 18	6.20	21.5
Start of Year 6	4.47	15.5	Start of Year 19	6.35	22
Start of Year 7	4.62	16	Start of Year 20	6.49	22.5
Start of Year 8	4.76	16.5	Start of Year 21	6.63	23
Start of Year 9	4.90	17	Start of Year 22	6.78	23.5
Start of Year 10	5.05	17.5	Start of Year 23	6.92	24
Start of Year 11	5.19	18	Start of Year 24	7.07	24.5
Start of year 12	5.34	18.5	Year 25 start & after	7.21	25
Start of Year 13	5.48	19			
TABLE B - NOTES:					
1 Applies <del>d</del> to all full-time staff who joined <del>on after</del> April 1, 2025 <del>and after</del>					
2 Exempt staff are not eligible for extra vacation at hire					
3 Maximum days accrued will not be more than 25 Days annually					
4 One Day is represented at 7.5 Hours					
5 Vacation Accrual will be earned while on a paid status on a pay period basis throughout the year					
TABLE B: MAXIMUM ANNUAL VACATION ACCRUAL					
Years of Service	Vacation Hours Accrued Per Pay Period in Full Paid Status	Vacation Days Accrual	Years of Service	Vacation Hours Accrued Per Pay Period in Full Paid Status	Vacation Days Accrual
Start of Year 1	2.88	10	Start of Year 14	5.05	17.5
Start of Year 2	2.88	10	Start of Year 15	5.05	17.5
Start of Year 3	2.88	10	Start of Year 16	5.77	20
Start of Year 4	2.88	10	Start of Year 17	5.77	20
Start of Year 5	2.88	10	Start of Year 18	5.77	20
Start of Year 6	4.33	15	Start of Year 19	5.77	20
Start of Year 7	4.33	15	Start of Year 20	5.77	20
Start of Year 8	4.33	15	Start of Year 21	6.49	22.5
Start of Year 9	4.33	15	Start of Year 22	6.49	22.5
Start of Year 10	4.33	15	Start of Year 23	6.49	22.5
Start of Year 11	5.05	17.5	Start of Year 24	6.49	22.5
Start of year 12	5.05	17.5	Start of Year 25	6.49	22.5
Start of Year 13	5.05	17.5	Year 26 start & after	7.21	25

The Executive Director may grant an increase in the annual maximum accrual up to a total of 20 working days of vacation with pay upon employment or promotion to recognize previous applicable experience. ~~The employee shall continue to earn an additional 0.5 working days of vacation per year for every year completed up to the maximum accrual of 25 days.~~

Regular part-time employees will accrue a pro-rata leave balance based upon actual hours worked. No other classification of employees earns paid vacation time.

### Vacation accrual caps

TABLE C:	
Accrual caps for vacation	Hours
Less than 5 years of service	250
More than 5 years of service	350
Directors level staff	350
Executive Director	Per contract

### Scheduling

For newly hired employees vacation time can be taken after the first day of employment. AHA reserves the right to extend the probationary period for any long-term vacations for employees serving a probationary period.

All vacation time must be requested and approved in advance through the electronic timekeeping system and according to the guidelines below:

<u>Amount of Vacation Leave Requested</u>	<u>Advance Notice Required</u>
2 <del>consecutive work</del> days or less	2 <del>calendar-business</del> days
3 or 4 consecutive workdays	5 <del>businesscalendar</del> days
5 or more consecutive workdays	10 <del>businesscalendar</del> days

The only exceptions to the above will be when time off is required for unforeseen or emergency circumstances and around highly requested holiday periods (i.e. 4<sup>th</sup> of July, Thanksgiving, and Christmas) Exceptions are subject to the pre-approval of the Executive Director or designee. Due to the impact of unplanned time off on Agency operations, AHA may require documentation of the need for unforeseen or emergency vacation leave, particularly when this occurs frequently or an employee has a pattern of poor attendance.

All approvals for vacation leave requests are subject to the availability of adequate leave at the time of leave usage. Employees are not generally entitled to time off without pay unless authorized by law, Housing Authority policy, or by authorization of the Executive Director. Accordingly, employees who do not have adequate vacation leave available for their approved time off may be required to modify the request to conform with the employee's available balance of vacation leave or cancel their requests. Employees are encouraged to plan ahead



and must monitor their leave balances to ensure they have enough paid leave to cover any planned time off in advance of taking their time off. Employees are able to review the time off module electronically in the office and from home.

Vacation leave will be scheduled at times mutually convenient to the Housing Authority and employee. Employees are encouraged to submit their requests as early as possible; requests for vacation leave will be considered up to 12 months in advance and are generally handled on a first come, first served basis. However, to facilitate scheduling during periods when it is anticipated that multiple employees may request time off (e.g., 4<sup>th</sup> of July, Thanksgiving, or December holiday periods), AHA may, at its sole discretion, notify employees of a designated timeframe that requests for these times must be submitted for consideration. In the case of conflicting requests, the supervisor will talk with the employees to try to work out a mutually agreeable arrangement. If that cannot be done, priority for leave will be based on seniority. Department Directors may establish separate guidelines for the number of employees and types of positions that can be on vacation concurrently to ensure adequate coverage of their department's work functions.

Requests to cancel vacation leave of five days or more must be submitted no less than three business days in advance of the date that the leave was to commence, and must be approved by the employee's supervisor. The supervisor and/or the Agency reserve the right to require an employee to use requested vacation leave, particularly in cases where other staffing arrangements have been made to cover the employee's time off.

### **Sick Leave During a Scheduled Vacation Period**

An employee who is ill or injured while on vacation may be able to use accumulated paid sick leave, if any, instead of paid vacation upon presentation of satisfactory medical documentation to their supervisor.

### **Payment**

The Housing Authority does not make any advance payments of vacation time (i.e., employees will not be paid for vacation time before it is accrued). AHA strongly recommends that employees arrange for direct deposit of their pay checks so that vacation pay that is requested in advance through the timekeeping system can be automatically paid and deposited. No responsibility can be taken by AHA for live checks provided to an employee.

### **Vacation Pay at Termination**

Upon termination of employment, employees will be paid at their regular, final, rate of pay for any accrued and unused vacation at the time of separation and will be paid on the next regular pay date.

## HOLIDAYS

The Housing Authority provides 11 paid holidays for full-time employees. The Housing Authority observes the following holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day and following Friday	Christmas Day

Each year, the Housing Authority will publish a calendar of holidays and office closures for the following year, including alternate holidays for those employees whose flex day falls on a holiday. If a particular holiday falls on a Saturday, the preceding Friday shall generally be observed. If the holiday falls on a Sunday, the following Monday shall generally be observed. All regular full-time employees are provided a paid day off for each holiday up to the number of hours they are regularly scheduled to work on that day. Part-time employees who are regularly scheduled to work on a holiday will be paid for that holiday up to the number of hours they are regularly scheduled to work. No other classification of employees is eligible for holiday pay, unless otherwise specified.

If a non-exempt employee is scheduled or required to work on a Housing Authority observed holiday, the employee will be paid for the holiday. In addition, non-exempt employees will receive time and one-half in pay for all hours worked on such holiday. Employees on vacation at the time a holiday occurs will not have that day counted as vacation pay but will instead receive holiday pay as described above.

## FLOATING HOLIDAYS

Floating holidays allow employees to have additional paid leave to cover absences for personal reasons such as religious observances or to supplement vacation, sick and holiday leave. All regular full-time employees and probationary employees for whom January 1 falls after their hire date receive three and one-half days (28 hours for employees on a 40 hour-based workweek, 26.25 hours for employees on a 37.5 hour-based workweek) on January 1 of each year that they may request to use between January 1 and December 31. Regular part-time employees will be granted floating holiday hours pro-rated based on the percentage of time they are regularly scheduled to work, and on the schedule described above. No other classification of employees receives floating holidays.

If an employee is on a leave of absence, whether paid or unpaid, on January 1, floating holiday hours are not granted until the employee returns to active status.

Employees may carry over unused floating holiday hours to subsequent years. However, employees cease earning floating holiday hours beyond a maximum of three and one-half days,



or their pro-rated hours, as defined above based on employment status and workweek hours. In the succeeding year, employees will receive on January 1 only the number of floating holiday hours that will bring their total to the appropriate maximum as defined above.

Guidelines for requesting floating holiday use are the same as those described for vacation leave above.

Upon termination of employment, employees will be paid for any unused floating holiday hours at their rate of pay at the time of separation and will be paid on the next regular payroll date. Employees are not eligible to cash out their floating holiday upon separation unless their ninetieth (90<sup>th</sup>) day of employment has been reached.

### **Floating Holidays and Newly Hired Employees**

Employees who are otherwise eligible for floating holidays and are initially hired during a calendar year receive a floating holiday allocation at the time of hire that is prorated for the remainder of the calendar year based on the hire date. Eligible employees may request to use floating holiday leave on or following the day that it is received, including during any period of their probationary period that falls in the calendar year in which they were hired.

### **SICK TIME**

Paid sick leave is a benefit provided to protect employees in the event of their own, or a family member's, illness, injury, or other medical emergency. AHA will not tolerate abuse or misuse of an employee's sick leave.

### **Accrual**

Paid sick leave shall be accrued by full-time and probationary full-time employees at the rate of 7.5 hours per month worked or (3.46 hours per pay period) for employees hired before April 1, 2025 and 2.8 hours per pay period for employees hired after April 1, 2025. Part-time employees will accrue sick leave on a pro-rata basis, based on the employee's scheduled work hours. Sick leave is not accrued to employees on Leave without Pay status. Accrual of paid sick leave will continue to employees who are on a paid leave status, though accrual is prorated based on the number of hours the employee is being paid by AHA from the employee's accrued leave.

TABLE D - NOTES:		
1	Applied to all staff who joined on or before March 31, 2025, sick time will be accrued at 90 hours per year.	
2	Applied to all staff who joined April 1, 2025 and after, sick time will be credited at 5 days at the 120th day. Once accruals would have reached the 5 day mark they will accrue at 67.5 hours per year thereafter.	
3	One Day is represented at 7.5 Hours	
4	Sick Days will be earned while on paid status on a pay period basis throughout the year	
5	Vacation Accrual will be earned on a pay period basis throughout the year	
TABLE D: SICK ACCRUAL		
Years of Service	Sick Hours Accrued Per Pay Period in Full Paid Status	Sick Days Accrued
Before or on March 31, 2025	3.46	12
Start April 1, 2025 or after	2.80	9.7

Temporary employees, whether full-time or part-time, shall be provided with 40 hours of sick time after 30 days of hire, and on January 1 of each year. This benefit is not available for retired annuitants. Temporary employees may not use sick time until their ninetieth (90<sup>th</sup>) day of employment.

Regular employees' accrued, unused sick time may be carried over from one year to the next, and, unlike vacation time, there is no limitation on the amount of sick time a regular employee may accrue. Sick time balances for temporary employees will not be carried over from year to year.

### Sick Time Use

Employees may use their accrued paid sick leave for any one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member:
  - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) of any age or dependency status;
  - Spouse or Registered Domestic Partner
  - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child)
  - Grandparent
  - Grandchild
  - Sibling
  - Employees may also request sick leave to care for a designated person identified by the employee at the time of the sick leave request to the extent permitted by AB 1041. Employees are limited to one designated person per 12-month calendar year period for paid sick leave use.

- To obtain any relief or services for qualifying acts of violence, including the following with appropriate certification of the need for such services, per AHA Leave Rights and Accommodations for Victims of Qualifying Acts of Violence and Other Victims of Crime Leave Policy:
  - A temporary restraining order or restraining order.
  - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
  - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
  - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
  - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
  - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Eligible new regular employees may use accrued sick time during their probationary period, beginning on their hire date, and may use paid sick time as soon as it accrues.

When a Housing Authority-paid holiday occurs while an employee is absent from work on authorized paid sick leave, no deduction will be taken from the employee's accumulated sick leave balance.

If sick leave is exhausted, regular employees who are not on leave of absence are required to use vacation and/or floating holiday leave to the extent necessary to bring their pay to an amount equivalent to their scheduled work hours. (See Part 6: Unpaid Time Off and Leaves of Absence for additional information related to leave usage during a leave of absence).

### **Notification**

An employee unable to report to work because of an illness or injury must provide notification no later than one-half hour after the start of the employee's scheduled workday by calling the Absence Reporting Line at 1-510-649-5529. Notification must be provided on each additional day of absence, except in cases where the employee is on an approved leave of absence or has provided documentation of the need to be off work for a specific period of time.

When an employee knows in advance of the need for sick time use, i.e., for scheduled medical/dental appointments or procedures, sick leave must be requested in advance through the electronic timekeeping system.

### **Health Care Provider's Certification**

For the first 40 hours of sick leave in the calendar year, AHA will not ask for documentation. Employees who are absent for more than 32 consecutive business hours after these first 40 hours due to their own illness or injury are required to provide a doctor's statement certifying

that the employee may safely return to work on the next consecutive day. The Housing Authority may require a health care provider's note to substantiate the medical need for an absence from work, depending on AHA need, including for medical/dental appointments, particularly when an absence seems to establish reasonable suspicion (in the agency or supervisor's judgment) of sick leave abuse.

All employees, including temporary employees, who use paid sick leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

Where the AHA has a reasonable basis to believe that an employee's physical condition could preclude returning to work following an absence due to illness or non-industrial injury in excess of 40 consecutive work hours, the AHA may require a physical examination by a physician, who is mutually agreed on by the AHA and the employee, at the AHA's expense.

### **Coordination of Benefits**

If there is an extended absence, the employee is encouraged to apply for any other available compensation and benefits for which they may be eligible. The paid sick leave benefit is coordinated with any payments that the employee is eligible to receive, e.g., State Disability Insurance (SDI), Paid Family Leave (PFL), workers' compensation, or other such paid benefit, such that the employee does not receive more than 100 percent of their regular pay while on leave.

### **Payment**

The Housing Authority does not make any advance payments of sick time (i.e., employees may not use sick time before it is accrued).

### **Sick Leave at Separation**

No payment is made for accrued, unused sick time upon separation or at any other time. However, regular employees who are rehired within 12 months from their date of separation shall have their sick leave balance at the time of separation reinstated. Temporary employees who are rehired within 12 months from their date of separation shall also have their sick leave balances reinstated and each will be provided with three days of sick time, as described above, up to a combined maximum of six days of sick time. A temporary employee who worked at least 90 days in the initial employment with the Agency may immediately use reinstated sick leave. A temporary employee who had not worked 90 days in their initial employment period with the Agency must work the remaining amount of the 90 day-qualifying period before becoming eligible to use accrued sick leave.

Employees who retire directly from AHA are eligible, under the Agency's contract with CalPERS, to receive credit in the form of additional service time for a portion of any accrued sick leave

balance they have at the date of separation. Please visit the CalPERS website or see Human Resources for more information.

### **JURY DUTY/WITNESS LEAVE**

Any employee who is summoned to serve jury duty, or subpoenaed or ordered by a judge to appear as a witness in court (other than as a litigant) will be granted paid time off for the duration of the jury duty/witness service for a maximum of two weeks on any occasion that the employee is required to physically be present in court. If additional jury duty leave is required beyond the two-week period, leave shall be provided as unpaid time off, and the employee serving jury/witness duty may elect to use any accrued paid vacation and/or floating holiday time during the unpaid portion of the leave.

The employee must submit a copy of the official summons or subpoena to their supervisor upon receipt and at least five calendar days prior to the beginning date of such duty or service. Proof of attendance from the court will be required in order to receive jury/witness duty pay. When an employee is excused from jury or witness duty in time to report for at least one-half of their regularly scheduled shift, the employee is required to report for duty.

Public employees are not entitled to court compensation except for mileage reimbursement for any portion of jury duty that is paid by the employer. Thus, an employee must remit to the Agency any pay received as juror fees or witness fees during any Agency-paid portion of leave. Mileage reimbursement may be retained by the employee.

### **BEREAVEMENT AND FUNERAL LEAVE**

#### **Bereavement Leave**

In the event of a death in the employee's immediate family, an employee who has worked for at least 30 days before the leave commences may request up to five working days off per occurrence. Paid bereavement leave under this policy is limited to a maximum of eight paid bereavement days per calendar year, with no more than four paid days per occurrence. Employees who request the fifth day are required to use accrued sick, vacation or floating holiday leave for the time off; employees may request unpaid leave if accrued paid leave balances are not sufficient for the requested time off. Time off for bereavement beyond two occurrences per calendar year is not eligible for AHA-paid bereavement leave but employees may request to use accrued sick, vacation or floating holiday leave, or may request unpaid leave if accrued paid leave balances are not sufficient for the time off. Regular part-time employees may be granted bereavement leave pro-rated based on the percentage of time regularly scheduled to work.

Bereavement leave must be completed within 3 months of the date of death and may be taken intermittently or all at one time. If the leave is taken later than 10 calendar days after the day of death, the usual advance notice periods for time off are required. Bereavement leave does not apply if the death occurs while the employee is on leave without pay.

For this section, “immediate family” is defined as parents, siblings, spouse or domestic partner, children, parent-in-law, grandparents, grandchildren, children of domestic partner, stepparents, step-children, or step-siblings, where there is a child-rearing relationship. Employees who wish to request time off for bereavement purposes for individuals not covered by the definition of “immediate family” must request vacation or floating holiday leave following AHA’s policies for use of those leaves.

In order to qualify for bereavement pay, the employee will be required by AHA to provide documentation of the death within 30 days of the first day of the leave. The documentation includes, but is not limited to, a death certificate, a published obituary, or a written verification of death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

### **Funeral Leave**

With supervisory approval, a full-time regular employee may be granted up to four hours of paid funeral leave to attend the funeral of a co-worker or former co-worker. Part-time employees may be granted time off as a personal leave without pay.

### **TIME OFF TO VOTE**

The Housing Authority encourages its employees to fulfill their civic responsibilities by voting in elections. Generally, the polls are open for several hours in the morning and evening after regularly scheduled work hours. Accordingly, the Housing Authority expects employees to make every effort to vote either before or after work hours. However, if the employee does not have sufficient time before or after work to vote, the Housing Authority will provide up to two hours off to vote, without loss of pay, provided the employee gives at least two (2) working days’ advance notice, in writing, of the need. AHA reserves the right to require time off to vote to be taken at the beginning or end of the employee’s shift.

## **PART SIX: UNPAID TIME OFF AND LEAVES OF ABSENCE**

Unless authorized by law, Housing Authority policy, or by authorization of the Executive Director, employees are not entitled to leave of absence or time off without pay. The Housing Authority may provide unpaid leaves of absence to employees in a variety of circumstances. Employees who are considering requesting a leave of absence are encouraged to meet with the Director of Human Resources as early as possible to discuss the details of the leave and to coordinate the integration of benefits and payroll.

Employees may request a leave of absence without pay for a qualifying personal or family illness, qualifying exigency arising from a call to active duty, or justifiable personal or other reasons. “Without pay” means that AHA will not pay for time on leave except for available vacation, floating holiday, and/or sick leave that the employee concurrently uses consistent with this policy. Additionally, if the employee is in a paid leave status (due to concurrent use of accrued leave), any Housing Authority-paid holidays that fall within the leave period will be paid

as holidays. Any holiday that occurs after all paid time off benefits have been exhausted will be without pay. Unless required by law, employees on any type of unpaid leave do not accrue additional benefits such as vacation, sick leave, holiday pay, increases in salary, or fringe benefits. Generally, no seniority shall accrue during any unpaid portion of the leave.

## **The Following General Information is Applicable to Paid and/or Unpaid Leaves**

### **REQUESTS FOR LEAVE**

As soon as an employee learns of the need for a leave of absence, the employee should submit a written request for leave to their supervisor and provide a copy to Human Resources. If the need for the leave is foreseeable, employees are required to provide at least 30 days' advance notice. Approval of the leave may be delayed if timely notice is not provided. If the employee learns of the need for leave less than 30 days before the leave is needed, the request must be made as soon as possible.

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. A non-exempt employee who fails to timely notify the supervisor of any absences as required by this policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence.

### **INTEGRATION OF BENEFITS**

If an employee on leave is receiving State Disability Insurance ("SDI") or Paid Family Leave ("PFL") or Workers' Compensation benefits, and the employee has not exhausted their accrued paid benefits with the Housing Authority, AHA will generally integrate the outside paid benefit with the employee's accrued paid benefit (to the extent permitted by law) so that total compensation for the pay period does not exceed the employee's regular wages.

Employees on approved leaves under this section, who receive SDI, PFL, or Workers' Compensation benefits, must promptly notify Human Resources of the dates and amount of payment(s) so that AHA can make arrangements for integration. In the event of overpayment, the employee must repay the agency within 14 days, unless an alternative schedule is approved by the Executive Director.

### **MEDICAL CERTIFICATION**

Human Resources will notify the employee if medical certification is required for a requested leave to be approved. If the reason for leave is the employee's own injury or illness, medical certification of the employee's ability to return to work, with or without reasonable accommodation, at the conclusion of the leave is required before the employee will be permitted to return.



## **COMMUNICATIONS DURING LEAVE**

Employees on leave must provide a report of their status and intent to return to work to the Director of Human Resources or, in their absence, the Human Resources Manager, every two weeks, unless a qualifying certification covers a longer period of time under FMLA, CFRA, PDL or military leave. Employees are required to respond promptly to requests from HR while on leave. Information will be sent to employees via their personal email, and employees will be asked to provide their contact information prior to leave. If contact information changes, employees must immediately contact HR.

## **RETURNING TO WORK**

When applicable, an employee returning from approved leave will return to the original job held when the leave commenced, or to an equivalent job with equivalent pay and benefits. An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously working.

The Housing Authority's actions upon failure to return to work will be based upon the reason the employee does not return, as outlined below:

- If an employee fails to return to work after their leave entitlement has been exhausted or expires, the AHA shall have the right to recover its share of health plan premiums for the entire leave period and proceed with termination, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or their family member that would entitle the employee to leave or because of circumstances beyond the employee's control.
- If upon return from leave an employee is unable to perform the essential functions of their job because of a physical or mental disability, the Housing Authority will engage in the interactive process with the employee to identify a potential reasonable accommodation(s). The employee will not be allowed to return to work until a reasonable accommodation is implemented or the employee is otherwise able to perform the essential functions of their position with or without reasonable accommodation.

## **CONCURRENT RUNNING OF LEAVES**

If an employee is on a leave that qualifies under more than one law (e.g., leave for a serious health condition under the FMLA/CFRA that is also a Workers' Compensation injury; pregnancy disability leave that is also a serious health condition under the FMLA), the leave time will run concurrently to the extent permitted by law.

## **PROBATIONARY STATUS DURING LEAVES**

If an employee is on an approved leave of absence of any length or on unpaid leave for greater than 40 hours in total during the initial probationary period or any subsequent probationary period due to a change in position, an amount of time equivalent to the time the employee was on the leave of absence and/or unpaid leave shall be added to the probationary period to allow



the Agency sufficient time to evaluate the employee's performance. Should this occur, the employee's anniversary date will be reset accordingly.

## **UNPAID LEAVES**

The most common types of unpaid leaves are described below. Please see Human Resources for additional information about any leaves of absence, or if you have a need for leave that is not covered by the descriptions below.

### **Reproductive Loss Leave**

The Housing Authority will provide reproductive loss leave for eligible employees in accordance with State law.

Employees who have worked for the Housing Authority for 30 days are eligible to take up to five (5) days of unpaid leave per "Reproductive Loss Event," which means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. While the AHA does not require that employees use their leave accruals, staff may choose, at their request, to use their own accrued leave.

The following definitions apply regarding a Reproductive Loss Event:

- "Failed adoption" means the dissolution or breach of an adoption agreement with the birth parent or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Reproductive Loss Leave must be completed within three (3) months of the date of the Reproductive Loss Event and may be taken intermittently or all at one time. However, if the employee is on California Family Rights Act leave, Pregnancy Disability Leave, or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the

end date of the other protected leave. An employee may elect to use accrued paid leave, such as sick leave, floating holidays, or vacation leave, as applicable.

If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the Housing Authority will provide Reproductive Loss Leave of up to twenty (20) days within a 12-month period.

The Housing Authority will maintain the confidentiality of any employee requesting Reproductive Loss Leave, and the Housing Authority will not disclose such information other than to internal personnel on a need-to-know basis, or as required by law.

### **Family/Medical Leave under the Family and Medical Leave Act and the California Family Rights Act ("FMLA"/"CFRA")**

The Housing Authority will provide family and medical care leave for eligible employees as required by state and federal law. Rights and obligations that are not specifically set forth below are provided for in the regulations implementing the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). To the extent allowed under the law, the AHA will run each employee's FMLA leave and CFRA leave concurrently.

Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions.

#### **Eligibility**

Eligible employees for FMLA and CFRA are defined as those who have at least 12 months of service with the Housing Authority, and who have worked at least 1,250 hours in the 12 month period immediately preceding before the date the requested leave will begin.

#### **Eligibility and Leave Duration**

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered service member) of leave during any 12-month period. For variable schedules, the employee's average weekly hours over the past 12 months will be multiplied by 12 (or 26 where applicable) to determine the maximum hours of FMLA leave entitlement. The 12-month period shall be a rolling 12-month period measured backward from the date leave is taken. It is continuous with each additional leave day taken.

If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

If leave is requested to care for a child, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild, sibling or the employee themselves with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this policy is required.

## Reasons for Leave

Leave under this policy is only permitted for the following reasons:

1. For incapacity due to pregnancy or prenatal care (FMLA leave only; see also Pregnancy Disability Leave);
2. Under the FMLA and CFRA, leave is permitted to care for the employee's child after birth, or following placement for adoption or foster care ("baby bonding") within one year of the birth or placement;
3. Under the FMLA and CFRA, leave to care for a child, parent, or spouse who has a serious health condition;
4. Under the CFRA only, leave is permitted to care for a registered domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
5. Under the CFRA only, leave is permitted to care for a designated person who has a serious health condition. In this section, a designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. In accordance with AB 1041, AHA shall limit an employee to one designated person for which CFRA leave may be used per 12-month period, using the same period as that which is used to define CFRA eligibility, and the employee may make the designation at the time of the request for CFRA leave. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA; Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of their position. **A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider;**
6. Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, child, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. The general categories of "qualifying exigencies" include: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, additional activities, and parental care arrangements. (FMLA/CFRA), Under the CFRA only, leave for a variety of "qualifying exigencies" arising out of the fact that an employee's registered domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA; or
7. Under the FMLA, leave to care for a spouse, child, parent, or "next of kin" who is a covered service member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces; or who is a veteran who was discharged or released within the past five years and is undergoing medical treatment, recuperation or therapy for a serious injury/ illness. The injury or illness may constitute an exacerbation of a pre-

existing condition and may also manifest itself before or after the member became a veteran. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.

Additional guidelines for leave duration include:

**Minimum Duration of Leave:** If leave is requested for the birth of a child, or for adoption or foster care placement of a child with the employee, the basic minimum duration of such leave is two weeks. This leave must be concluded within one year of the birth or placement of the child. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks' duration (but for at least one day) on any two occasions.

**Parents Both Employed by AHA:** Under the FMLA, if both legal parents are employed by AHA and are entitled to leave, the parents will be limited to a combined total of 12 workweeks of leave in a 12-month period. However, under the CFRA, if both legal parents are employed by the AHA and are entitled to leave, each parent is entitled to take 12 workweeks of leave during any 12-month period.

**Parents Both Employed by AHA:** If both parents of a covered servicemember are employed by the Agency and are entitled to leave to care for a covered servicemember, the parents will be limited to a combined total 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

### **Coordination of Accrued Leave and Benefits**

Although family and medical care leave is unpaid, an employee may elect and the AHA will require, an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

To the extent permitted under the law, the AHA requires employees to substitute paid leave accruals while on an FMLA or CFRA leave.

If the employee so elects, State Disability Insurance (SDI), Paid Family Leave (PFL), Workers Compensation benefits, and Long Term Disability (LTD) benefits may be coordinated with accrued leave so that an employee receives up to full pay. Once accrued paid benefits are exhausted, the remainder of leave, if any, is unpaid.

Generally, employees taking FMLA/CFRA leave must use accrued paid sick (if applicable), floating holiday, and vacation time during the leave. The exceptions to this are:

- Employees on FMLA/CFRA leave for their own serious health condition and who are receiving temporary state disability insurance benefits (SDI or PDL) or workers' compensation benefits may elect to use their paid leave to supplement their disability benefit up to an amount that, when combined with the disability benefit, does not exceed their regular pay for the pay period.

- Employees taking leave to care for an immediate family member, including a designated person under CFRA under AB 1041, or for baby bonding are required to use accrued vacation or floating holiday leave. They are not required to use accrued sick leave, but may elect to do so, and may elect the order in which accrued leave is used.
- Employees on FMLA leave due to pregnancy disability may elect whether or not to use floating holiday or vacation time during the leave.

## Insurance Coverage

- **Group Health Insurance During Unpaid Leave:**

Employees on FMLA/CFRA leave retain their employer-paid group coverage (i.e., health, dental, vision, life and AD&D, and long-term disability insurance) up to a maximum of 12 weeks in a rolling 12-month period under the same terms applicable before the employee takes leave.

Employees are required to continue to contribute the employee share of the cost of health benefit plans during leave. Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using their paid leave) or direct payments (if the employee is not using their paid leave).

If the employee is disabled by pregnancy, coverage will continue up to four months (the equivalent of 17 and 1/3 weeks) each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the AHA will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks). (See AHA Pregnancy Disability Leave Policy for more information).

- **Payment of Premiums:**

AHA does not pay for voluntary, non-group health benefit plans during leave. An employee may elect to continue coverage of other, voluntary benefits for which the employee is responsible for paying the entire premium, (e.g., voluntary life and AD&D insurance), so long as they continues to pay the entire cost of the premium(s) while on leave.

Employees may make the appropriate contributions for continued coverage under the voluntary benefits plans by payroll deductions (if the employee is using their paid leave) or direct payments (if the employee is not using their paid leave). The Authority will inform employees on Family/Medical Leave who are in unpaid status to whom direct payments should be remitted to for continued coverage.

- **Recovery of Premiums:**

If an employee fails to return to work after their leave entitlement has been exhausted or expires, AHA shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of a continuation,

recurrence, or onset of a serious health condition of the employee or their family member that would entitle the employee to leave, or because of circumstances beyond the employee's control.

### **Required Forms**

Employees must complete the applicable forms to receive family and medical care leave. The leave request form may be found: <https://form.alamedahsg.org/Forms/LOA>, and the other forms may be found by contacting HR.

### **Certification Requirements**

An employee will be required to provide certification and/or recertification of the need for Family/Medical Leave that meets the following requirements:

1. Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position.

Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

2. Family Member or Designated Person Serious Health Condition: Employees who request leave to care for a child, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, sibling or designated person who has serious health condition must provide written certification from the health care provider of the family member or designated person requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the family member or designated person, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the family member or designated person. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care.

Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

3. Service member Serious Injury or Illness: Employees who request FMLA leave to care for a covered service member who is a child, spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured service member’s serious injury or illness. The AHA will verify the certification as permitted by the FMLA regulations.
4. Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member’s active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active duty orders or similar documentation shall be provided to the AHA if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The AHA will verify the certification as permitted by the FMLA and CFRA regulations.

**For CFRA leave, including when leave qualifies as CFRA and FMLA leave concurrently,** the AHA only requests recertification from an employee's healthcare provider when the original estimated time period for the employee's serious health condition expires and additional leave is needed.

- **Timely Provided Certification:** When an employee has provided at least 30 days’ notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the AHA within the time frame requested by the AHA (which must allow at least 15 calendar days after the employer’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.
- **Failure to Provide Adequate or Timely Certification:** If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to re-submit complete paperwork. If an employee fails to timely provide certification within the time frame established in this policy, AHA may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time to provide an adequate certification.
- **Review of Contents of Medical Certification for Employee’s Own Serious Health Condition:**
  - Complete and Sufficient: The employee must provide a certification for their own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If



the certification is incomplete or insufficient, the Human Resources Director will give the employee written notice of the deficiencies and seven (7) calendar days to complete, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

- **Authentication and Clarification:** After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Human Resources Director may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Human Resources Director may not ask for additional information beyond that required on the certification form in contacting the medical professional.
- **Second and Third Medical Opinions:** If AHA has a good faith, objective reason to doubt the validity of a certification of the employee's claimed serious health condition, AHA may require a medical opinion of a second health care provider chosen and paid for by the AHA. If the second opinion is different from the first, the AHA may require the opinion of a third provider jointly approved by the AHA and the employee, but paid for by the AHA. The opinion of the third provider will be binding. The AHA will provide the employee with a copy of the second and third medical opinions, where applicable, without cost, if requested by the employee.
- **Intermittent Leave or Reduced Schedule:** For intermittent leave (a few days or hours at a time) or leave on a reduced leave schedule taken because of the employee's own serious health condition, to care for an immediate family member or designated person with a serious health condition, or to care for a covered servicemember with a serious injury or illness, the employee must provide medical certification that the requested leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The AHA may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule. AHA or the employee may request participation in interactive process meetings before, during or after the approval of FMLA. Both parties are expected to participate in good faith in the interactive process.

#### **AHA and Employee Rights if an Employee Requests Accrued Leave Without Mentioning FMLA or CFRA**



If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the AHA may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the AHA denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the AHA may designate the leave as FMLA/CFRA and require the employee to exhaust accrued leave as described above.

### **Employment Status**

If the leave is only protected under the FMLA, and not the CFRA, the employee's unpaid absence will be considered a break in service for purposes of determining seniority. The leave does not constitute a break in service for purposes of seniority under the CFRA, **including when leave qualifies as CFRA and FMLA leave concurrently.**

### **Reinstatement upon Return From Leave**

1. **Reinstatement to Same or Equivalent Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
2. **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the AHA, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of their readiness to return.
3. **Employee's Obligation to Periodically Report on Their Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
4. **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
5. **Reinstatement of "Key Employees": Under the FMLA only,** the AHA may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the AHA within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the AHA, and the employee is notified of the **AHA's** intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

**Under the CFRA, including when leave qualifies as CFRA and FMLA leave concurrently,** the AHA may not deny reinstatement to a "key" employee during or upon the expiration of CFRA leave.

## Definitions

1. "Child"
  - a. Under the FMLA, "child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster child or step-child. A child is "incapable of self-care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.
  - b. Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is capable of self-care. An employee's child means a biological, adopted, foster child, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
2. "Covered active duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
3. "Covered Service Member" means: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
4. "Designated Person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.
5. "Domestic Partner" is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union

formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.

6. "Family member" for FMLA leave means an employee's child, parent, and spouse. "Family member" for CFRA leave means an employee's child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.
7. "Grandchild" means a child of the employee's child.
8. "Grandparent" means a parent of the employee's parent.
9. "Health Care Provider" means any of the following:
  - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
  - b. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
  - c. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
  - d. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
  - e. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
  - f. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
10. "Next of Kin of a Covered Service Member" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.
11. "Outpatient Status" means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

12. “Parent” means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
13. “Parent-in-law” means the parent of a spouse or domestic partner of the employee.
14. “Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:
- a. Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits them to the facility with the expectation that they will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
  - b. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
    - Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
      - Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
      - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
  - c. Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave. (See Policy 808, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)
  - d. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

- Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- e. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.
- f. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
15. "Serious Injury or Illness" means: (1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered service member incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.
16. "Sibling" means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
17. "Single 12 Month Period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.
18. "Spouse" means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined.

19. “12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

## **Leave Rights and Accommodations for Victims of Qualifying Acts of Violence and Other Victims of Crime Leave**

### **A. Definitions Applicable to this Policy**

The below definitions apply to this policy (other than Section F of this policy pertaining to Additional Leave Rights to Attend Judicial Proceedings for Victims of Enumerated Crimes):

“Relief” means a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

“Qualifying Act of Violence” means the following:

- Domestic violence.
- Sexual assault.
- Stalking.
- An act, conduct, or pattern of conduct that includes any of the following:
  - (i) In which an individual causes bodily injury or death to another individual;
  - (ii) In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
  - (iii) In which an individual uses, or makes a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

This definition applies regardless of whether an individual is arrested for, prosecuted for, or convicted of committing one of the acts described above.

“Family Member” means a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, as those terms are defined in Government Code Section 12945.2, or Designated Person.

“Designated Person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship.

### **B. Reasons for Leave**

The Alameda City Housing Authority (AHA) will provide unpaid leave to employees for the following reasons:

- To appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding, including for an employee who is a victim of a Qualifying Act of Violence.
- For an employee who is a victim of a Qualifying Act of Violence for taking time off from work to obtain or attempt to obtain Relief, as defined by this policy.
- For an employee who is a victim of a Qualifying Act of Violence or has a Family Member who is a victim of a Qualifying Act of Violence will also be provided with leave for any of the following purposes:
  - (1) To obtain or attempt to obtain any Relief for the Family Member.
  - (2) To seek, obtain, or assist a Family Member to seek or obtain, medical attention for or to recover from injuries caused by a Qualifying Act of Violence.
  - (3) To seek, obtain, or assist a Family Member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a Qualifying Act of Violence.
  - (4) To seek, obtain, or assist a Family Member to seek or obtain psychological counseling or mental health services related to an experience of a Qualifying Act of Violence.
  - (5) To participate in safety planning or take other actions to increase safety from future Qualifying Acts of Violence.
  - (6) To relocate or engage in the process of securing a new residence due to the Qualifying Act of Violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
  - (7) To provide care to a Family Member who is recovering from injuries caused by a Qualifying Act of Violence.
  - (8) To seek, obtain, or assist a Family Member to seek or obtain civil or criminal legal services in relation to the Qualifying Act of Violence.
  - (9) To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the Qualifying Act of Violence.
  - (10) To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the Qualifying Act of Violence.

### **C. Duration of Leave**

If an employee's Family Member is a victim of a Qualifying Act of Violence who is not deceased as a result of a crime, and the employee is not a victim of a Qualifying Act of



Violence, the employee is limited to up to ten (10) days of time off, and no more than five (5) days off for relocation purposes, as set forth in reason number 6 above.

If the employee is a victim of a Qualifying Act of Violence, or the employee's Family Member is deceased as a result of the crime, the AHA may limit total leave time for reasons 1 through 10, above under subsection "B", to up to 12 weeks.

The AHA may limit an employee to leave for one Designated Person per 12-month period for leave pursuant to this policy.

Leave under this policy may be concurrently designated as FMLA/CFRA leave when applicable and employees do not have a right to leave under this Policy that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the 12 weeks provided under the FMLA/CFRA.

#### **D. Use of Accrued Paid Leaves**

Leave provided under this policy is unpaid unless the employee elects to use vacation, personal leave, paid sick leave, or compensatory time off that is otherwise available to the employee.

#### **E. Notice and Certification Requirements**

An employee who uses leave in order to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding must provide notice and certification consistent with the AHA's policy on witness leave.

As a condition of using leave for the other reasons set forth above, the employee must provide the AHA with reasonable advance notice of the employee's intention to use such leave, unless the advance notice is not feasible.

When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide certification to the AHA of the need for leave. Certification is sufficient in the form of any of the following:

- A police report indicating that the employee or a Family Member of the employee was a victim of a Qualifying Act of Violence.
- A court order protecting or separating the employee or a Family Member of the employee from the perpetrator of the Qualifying Act of Violence, or other evidence from a court or prosecuting attorney that the employee or a Family Member of the employee has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, as defined in Section 1037.1 of the Evidence Code, a sexual assault counselor, as defined in Section 1035.2 of the Evidence Code, victim advocate, licensed health care provider, or counselor that the employee or a Family Member of the employee was undergoing treatment or seeking or receiving services directly related to the Qualifying Act of Violence.
- Any other form of documentation that reasonably verifies that the Qualifying Act of Violence occurred, including, but not limited to, a written statement signed by the



employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under this section.

To the extent permitted by law, the AHA will maintain the confidentiality of any employee requesting leave under this policy.

## **F. Accommodations**

The AHA will provide a reasonable accommodation for an employee who is a victim or whose Family Member is a victim of a Qualifying Act of Violence and who requests an accommodation for their safety while at work.

The AHA is not required to provide a reasonable accommodation to an employee who has not disclosed the employee's status, or the employee's Family Member's status, as a victim of a Qualifying Act of Violence.

The following process will be used by the AHA to provide accommodations:

### **1. Request for Accommodation**

An employee requesting a reasonable accommodation under this policy should direct this request to the Director of Human Resources.

### **2. Certification**

An employee requesting a reasonable accommodation under this policy may be required to provide the AHA with a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for a purpose authorized by this policy.

The AHA may also request certification demonstrating the employee's status, or the employee's Family Member's status, as a victim. Certification shall be sufficient in the form of any of the categories described in section D of this policy, above.

The AHA may request recertification of an employee's status, or an employee's Family Member's status, as a victim of a Qualifying Act of Violence, or ongoing circumstances related to the Qualifying Act of Violence, every six months after the date of the previous certification.

Any verbal or written statement, police or court record, or other documentation provided to the AHA identifying an employee or the employee's Family Member as a victim of a Qualifying Act of Violence will be maintained as confidential by the AHA and will not be disclosed by the AHA except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee will be given notice before any authorized disclosure.

### 3. Interactive Process

After an employee requests an accommodation, the AHA will engage in a timely, good faith, and interactive process with the employee to determine whether it can accommodate the employee. In determining whether an accommodation is reasonable, the AHA will consider, among other factors, whether an exigent circumstance exists or if the employee or their Family Member is facing danger.

For purposes of this policy, a reasonable accommodation may include the implementation of safety measures, including, but not limited to, the following: (1) a transfer; (2) reassignment; (3) modified schedule; (4) changed work telephone; (5) permission to carry telephone at work; (6) changed work station; (7) installation of locks and other security measures; (8), assistance in documenting domestic violence, sexual assault, stalking, or another Qualifying Act of Violence that occurs in the workplace; (9) implementation of safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other Qualifying Act of Violence; or (10) referral to a victim assistance organization.

The AHA is not required to implement a workplace accommodation that would pose an undue hardship on the AHA's business operations. An undue hardship includes, but is not limited to, an action that would violate the AHA's duty to furnish and maintain a place of employment that is safe and healthful for all employees.

If circumstances change and an employee needs a new accommodation, the employee must request a new accommodation from the AHA. Upon receiving the request, the AHA shall engage in a timely, good faith interactive process with the employee to determine whether it can accommodate the employee.

If an employee no longer needs an accommodation, the employee must notify the AHA that the accommodation is no longer needed.

### **G. Additional Leave Rights to Attend Judicial Proceedings for Victims of Enumerated Crimes**

In addition to the rights set forth in this policy, above, employees have leave rights to attend judicial proceedings related to enumerated crimes as follows:

#### 1. Victims of a Violent Crime or Serious Felony

An employee who is a victim, or an immediate family member who is a victim, of a crime that is a serious or violent felony, or a felony involving theft or embezzlement as listed in Labor Code Section 230.2, is entitled to leave from work to attend judicial proceedings relating to that crime.

Before an employee may be absent from work to attend judicial proceedings, a copy of the notice of each scheduled proceeding must be provided to the AHA, unless advance notice is not feasible.

When advance notice is not feasible or an unscheduled absence occurs, the documentation evidencing the judicial proceeding must be provided to the AHA within a reasonable time after the absence. Documentation evidencing the judicial proceeding may be provided from any of the following entities: (1) The court or government agency setting the hearing; (2) The district attorney or prosecuting attorney's office; or (3) The victim/witness office that is advocating on behalf of the victim.

An immediate family member means the spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather of the crime victim.

Leave for this purpose is unpaid unless the employee elects to use vacation, personal leave, paid sick leave, or compensatory time off that is otherwise available to the employee.

2. Victims of Vehicular Manslaughter While Intoxicated, Child and Elder Abuse, Sexual Abuse, and Other Serious Crimes

Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice.

If advance notice is not feasible, the employee must provide the AHA, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A).

For purposes of this section of the policy "victim" means any person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act.

An employee who is the spouse, parent, child, sibling, or guardian of such a crime victim is also entitled to this leave, if the above notice or certification requirements are met.

The leave is unpaid unless the employee elects to use accrued vacation personal leave, or compensatory time off (not including sick leave) that is otherwise available to the employee.

### **Non-FMLA/CFRA Medical/Family Leave**

Part-time employees who have at least one year of continuous service with AHA, and who are not otherwise eligible for leave under the FMLA/CFRA may nonetheless request a discretionary leave of absence for any of the reasons allowed for FMLA/CFRA leaves with the exception of leave for a designated person under the CFRA per AB 1041. The employee must provide evidence of one of the reasons for leave as stated in the FMLA/CFRA and provide 30 days' advance notice if the need for the leave is foreseeable.

If approved, leave will not exceed a maximum duration of eight work weeks within a rolling 12-month period. Employees must exhaust any and all accrued sick leave, floating holiday, and vacation time during the leave. Once all accrued, available leave is exhausted, the leave is unpaid and no vacation or sick leave will accrue. The employee's unpaid absence will be considered a break in service for purposes of determining seniority.

Part-time employees on this leave who are otherwise eligible for employer-paid group coverage (i.e., health, dental, life and AD&D, and long-term disability insurance) with the Housing Authority will have paid group coverage insurance coverage through the end of the pay period in which their unpaid leave commences. Thereafter, employees may continue coverage under AHA's group insurance plans at their own expense. The sole exception to this is employees on pregnancy disability leave, who remain covered by AHA health benefits during their approved leave.

Upon expiration of an authorized leave of this kind, AHA will seek to return the employee to the same, or a comparable position.

### **Pregnancy Disability Leave ("PDL")**

An employee disabled by pregnancy, childbirth, or a related medical condition is entitled to up to four months (defined as one-third of a year, 17 1/3 weeks, or 624 hours based on a 36-hour work schedule or 650 based on a 37.5 hour week. ) of disability leave per pregnancy. An employee who works less than an average of 36 hours per week will receive a pro rata or proportional amount of leave. Related medical conditions include, but are not limited to, severe morning sickness, the need for prenatal or postnatal care, childbirth, postpartum depression, gestational diabetes, preeclampsia, mastitis, and loss or termination of the pregnancy and recovery therefrom.

PDL does not need to be taken all at once but can be taken on an as-needed basis as required by the employee's health care provider, including intermittent leave or a reduced work schedule, all of which counts toward the employee's four month entitlement. If taken on an as needed basis, every effort should be made to minimize the disruption to AHA business.

Pregnancy disability leave is without pay. Employees on PDL are required to first use accrued sick time during the leave, and may elect to use, or not to use, accrued vacation and PTO.

However, employees who are FMLA-eligible, **and** concurrently taking PDL leave, **and** receiving benefits under SDI, may use their accrued leave to supplement their disability benefit up to an amount that, when combined with the disability benefit, does not exceed their regular pay for the pay period. Once accrued paid benefits are exhausted, the remainder of PDL, if any, is unpaid; although SDI wage replacement benefits may continue if the employee qualifies. Sick and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave.

Employees on PDL retain their employer-paid health insurance during their approved leave (i.e., up to a maximum of four months) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. Eligible employees who take CFRA leave for baby bonding (or other qualifying reason) following their PDL leave, may receive employer-paid health insurance for up to an additional 12 workweeks. The Housing Authority may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the CFRA.

Employees will retain their employee status during the period of the approved PDL, and the absence will not be considered a break in service for purposes of determining seniority. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as in place for all other employees, without any new qualification period, physical exam, or other qualifying provisions.

Upon timely return at the expiration of PDL or after transfer to a reduced work schedule, the employee is entitled to return to the same position. If the same position is no longer available (e.g., position eliminated due to a reduction in force), the Housing Authority will offer a position that is comparable in terms of pay, location, job content, and promotional opportunities, unless no comparable position exists. The Housing Authority requires written medical certification by a health care provider of an employee's ability to return to work at the end of a PDL exceeding three days in length.

If the employee fails to return to work, refer to the process outlined in the Returning to Work section above that addresses all unpaid leaves.

### **Industrial Injury Leave**

Employees who sustain any illness or injury arising out of and in the course of their employment and are deemed to have a temporary total disability under Workers' Compensation laws are entitled to a medical leave until the earlier of the following:

- The employee is released to return to work; or
- The employee is determined to be permanently unable to return to their usual duties.

It is the employee's responsibility to immediately report any work-related injury to their supervisor, who will provide the employee with the Employee's Report of Occupational Injury form and the Housing Authority Incident Report. These forms are used to determine eligibility

for Workers' Compensation. Employees requesting leave are required to submit medical certification of the need for leave.

Employees must exhaust all accrued paid time off during this leave, and before taking unpaid leave. Any such pay will be coordinated with third-party benefits received by the employee through Workers' Compensation. The exception to this is that employees receiving workers' compensation benefits whose leave runs concurrent with FMLA/CFRA leave are not required to use their paid leave but may elect to do so in order to supplement their disability benefit up to an amount that, when combined with the disability benefit, does not exceed their regular pay for the pay period.

Employees who are otherwise eligible for paid health insurance with AHA, and who do **not** have FMLA/CFRA leave running concurrently, will have paid health insurance coverage through the end of the pay period in which the unpaid portion of their leave commences or during which FMLA/CFRA leave expires. Thereafter, employees may continue coverage under the Housing Authority's group insurance plans at their own expense. Human Resources will provide information about payment options to employees, which may include COBRA, self-pay (for CalPERS health insurance), or direct pay options.

Employees returning from industrial injury leave will be returned to the same, or a comparable position, to the extent required by law.

### **Military Duty Leave**

A Housing Authority employee will be granted a military leave of absence to carry out military obligations in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state law. In accordance with federal and state law, the employee must give their supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable and provide a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. Please see HR for additional information about the continuation of pay and benefits, which may be in place for up to 30 days during a military duty leave.

### **Personal Leave of Absence**

In addition to the previously described leaves, and in an effort to recognize the needs of employees for time off for reasons other than those described above, the Housing Authority may consider granting a personal leave of absence without pay. Personal leaves are limited to a maximum of two months in any two-year period (measured in a rolling 24-month period). Personal leaves may not be added to or run consecutively with any of the previously described leaves.

All regular employees of the Housing Authority who have completed their probationary period may request an unpaid personal leave of absence. Job performance, attendance, and work/program requirements will all be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted by AHA within the sole discretion of the Executive Director.

Requests for a personal leave of absence must be submitted in writing to the Executive Director and must state specifically the reasons for the request and the proposed dates for beginning and ending the leave. Thirty days' notice is required if the need for leave is foreseeable.

Personal leaves, if granted, are without pay. Any accrued paid time off (i.e., accrued sick (if applicable), vacation, floating holiday and comp time) must be exhausted prior to the commencement of a personal leave.

Insurance benefits may be continued at the employee's own expense during any unpaid personal leave.

An employee is required to return from the personal leave on the originally scheduled return date. If the employee is unable to return, they must request an extension of the leave in writing within five business days before expiration of the leave, explaining the reason for and requested duration of the additional leave sought. If the leave is not extended, the employee must return to work on the originally scheduled return date or the employee will be considered to have voluntarily resigned from their employment. Extensions of leave are considered only on a case-by-case basis.

### **School Activities Leave**

In accordance with California Labor Code section 230.8, an employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed childcare facility may take up to forty hours off without pay in any single school year, and no more than eight hours in any calendar month of the school year, with the exception of emergencies, to participate in activities at their child's school (grades K-12) or licensed child care facility.

Under School Leave, employees may also take time off to find, enroll and/or re-enroll in a school (grades K-12) or a licensed childcare provider, or to pick up a child due to school or licensed child care provider emergencies.

Employees requesting School Leave must provide their Supervisor with reasonable advance notice of the planned absence and provide documentation of the school activity (a letter from the school, event announcement etc.) as verification that the employee participated in the activity on a specific date at a particular time. An employee who takes time under this policy must utilize any existing vacation leave or floating holiday leave first. If the employee has no accrued paid time off, the time off will be taken without pay.



## **Other Forms of Leave**

Other forms of leave may be available to employees who are victims of domestic violence, sexual assault or other crimes, are military spouses, emergency responders, or organ donors; or who require leave for volunteer firefighter or Civil Air Patrol service, as required by law. Please contact the Director of Human Resources for more information.

### **LEAVE DONATION PROGRAM**

Eligible employees may participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a Housing Authority employee to donate their accrued paid vacation to a specific, eligible employee who has exhausted their own available leave balances.

“Serious or catastrophic illness or injury” is defined for purposes of this policy as the employee’s own medical condition which requires them to be absent from work for more than twenty (20) consecutive work days, or the illness or injury of the employee’s immediate family member requiring the employee’s care (which results in the employee’s absence from work for more than 20 consecutive work days).

### **Eligibility to Receive Benefit**

To be eligible to receive leave donations, an employee must have been employed in a regular full-time position for a minimum of one year and have completed their initial probationary period; must be absent from work due to a “serious or catastrophic illness or injury” (as defined above, and as verified by a physician’s certification); and must have exhausted all earned leave balances (including sick leave, compensatory time, vacation, and floating holiday credits). The request may be initiated prior to the anticipated date leave balances will be exhausted; however, no retroactive requests will be permitted (i.e., employees will not be granted donations for time off already treated as unpaid leave).

To be considered for a leave donation, the requesting employee, family member of the requesting employee, or another person designated in writing by the requesting employee must submit a request for such a donation to: Housing Authority of the City of Alameda, Human Resources Department, 701 Atlantic Avenue, Alameda, CA 94501. Alternatively, requests may be emailed to [hr@alamedahsg.org](mailto:hr@alamedahsg.org). The determination of whether to award an employee leave donation and the maximum amount of leave that can be donated to the employee shall be at the Executive Director’s sole discretion and shall be final.

### **Benefit**

Donated leave will be changed to its cash value at the donor’s base rate of pay and then credited to the recipient in equivalent hours of paid time off at the recipient’s base rate of pay. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception that paid sick leave and paid vacation will not accrue during any period of donated paid leave, and employees will not receive holiday pay for any holidays



that fall during any period of donated paid leave. Generally, the period of donated paid leave may not exceed three months; however, the Executive Director may decide to extend or restrict the total period of donated paid leave on a case-by-case basis.

When using donated leave, disability, paid family leave, or workers compensation benefits will be integrated with donated leave, just as they are when non-donated sick or vacation leave is used.

### **Donating Leave Credits**

Donations are voluntary and may be made by any regular full-time employee who has completed their initial probationary period and has accrued paid time off. Other rules include:

1. Only vacation leave may be donated. Floating holiday and sick leave are not eligible for donation.
2. The total amount of time donated by any one employee may not exceed 40 hours.
3. Leave donations, if made, must be in four-hour increments.
4. An employee may not donate leave hours that would reduce their vacation balance to less than one week (i.e., 37.5 or 36 hours) at the time of donation.

If the receiving employee does not use all transferred leave for the intended use, any balance will remain with the receiving employee until that employee's separation from the Housing Authority. Unused donated leave will not be returned to the donating employee(s); once the donation is made, it is a final transaction.

Upon approval of an eligible employee's request for leave donations, the Executive Director or designee will post a notice of an eligible employee's need for donations on bulletin boards accessible to employees or will communicate the need for leave donations via email; confidential medical information shall not be included in this notice. Employees wishing to donate should contact the Director of Human Resources or designee. The Director of Human Resources will review all donations and notify employees if their donation will be accepted. Donations may generally be made for a period of 45 days after the donation request and physician certification is received, dependent on the need for continued leave donations; the Executive Director or Director of Human Resources may limit the donation period should adequate donations to cover the requested leave period be received. Employees may request leave donations not more than one time in each one-year period beginning on the date of first request.

The Leave Donation Program is designed to be as confidential as possible and is strictly voluntary. Employees who donate benefits will be made aware of the value of their donation. The recipient of benefits will be made aware of the value of their benefits received. Individual donations and the identities of donors are confidential and will not be disclosed except on a need-to-know basis for administrative purposes.

## **PART SEVEN: WORK HOURS AND PAY**

### **PAY PERIODS AND PAY DAYS**

For all employees, the standard pay period is biweekly, and each paycheck covers work performed through the completion of the previous two-week work period. Paychecks are normally distributed every other Friday. Direct deposit is encouraged, but it is not mandatory.

Employees will receive an earnings/leave statement showing earnings and mandatory and voluntary deductions for each pay period. Each employee is responsible for notifying their supervisor if they believe there is a discrepancy on their earnings statement.

All annual step increases, which are merited by an employee, will be given at the start of the pay period following the anniversary date.

### **WORKDAY AND WORK WEEK**

Normally, the normal work day is 7.5 hours Monday through Friday for a total work week consists 37.5 hours, and a total of 75 hours for each pay period. Designated positions (including part-time positions) may have a shorter workweek of an average 37.5 hours. Certain employees may opt for a flex schedule to allow for 40 hours work one week and 32 hours the next for a total of 72 hours in the pay period (see below). The Executive Director (or designee) sets daily work schedules and any options for hours of work (e.g. start and/or end of shift times).

### **OVERTIME**

Overtime is time an overtime-eligible employee works in excess of 40 hours in their designated work week. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating Fair Labor Standards Act (FLSA) overtime pay; paid time off will not be counted. Overtime-eligible employees who are directed to work overtime must do so. Employees may only work overtime when approved in advance by a department head. All non-exempt employees who have a flexible work schedule must also have advance approval for working any hours in excess of their approved work schedule, whether or not those hours will be eligible for overtime pay.

### **NO REMOTE ACCESS FOR NON-EXEMPT EMPLOYEES**

Unless the Executive Director or Director of Human Resources specifies otherwise in writing, non-exempt employees may not have remote access to AHA equipment, resources, or email.

### **WORK PERIOD**

The Housing Authority has declared a seven-day work period which begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. for all non-exempt positions.

### **BREAK/REST PERIODS AND MEAL PERIODS (NON-EXEMPT EMPLOYEES ONLY)**

All non-exempt employees are provided a 15-minute paid rest period (i.e., break) for each four-hour period of work or major portion thereof per workday, one in mid-morning and one in mid-afternoon. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be used to extend the meal period or to leave work early.

Meal periods are provided to employees who work more than five (5) hours per shift. Eligible employees are required to take a daily meal period, at a length and time established by the supervisor, except that employees who are scheduled to work for 6 hours or less per day may opt to forgo their meal period. Meal periods will be no less than 30 minutes or more than one hour in length and are unpaid. Employees may not skip meal breaks to shorten the workday. Employees are free to come and go and are not to perform any work during their meal periods. When being relieved of all duties during lunch is not possible due to Housing Authority work requirements, employees will be paid for their meal period. Any employee who works more than 12 hours per day will receive a second meal period of 30 minutes.

### **Rest Periods during Late Night/Early Morning Work**

At times, particularly during emergencies, it may be necessary for certain staff to work late at night or early in the morning. In addition to overtime pay that is provided for this work, staff who work more than two (2) hours between 11:00 p.m. and 7:00 a.m. will be provided with one hour of paid rest period for every two hours worked. This rest period shall generally commence at the start of the next regularly scheduled shift, unless the employee's services are otherwise required to continue past the start of their shift. Payment for the rest period will be at the regular straight time rate and will count as hours worked for purposes of calculating overtime.

### **FLEXIBLE WORK SCHEDULES**

Employees may have the option to request a reduced work week, or the Executive Director may designate certain positions as subject to a flexible work schedule. Any employee requests for a reduced work schedule – or to stop flexing – must be submitted in writing and are reviewed and approved by the supervisor and the Executive Director. Generally, once an employee's request for a flexible schedule is approved, the employee may not return to a regular schedule unless required to do so for agency business needs.

Employees currently working 75 hours per pay period may request a reduction to 72 hours. Vacation and sick leave accrual are not affected by the adjusted work week option, nor is a non-exempt employee's hourly rate of pay affected. Since non-exempt employees will be working fewer hours, however, actual earnings are reduced accordingly. Exempt employees' salaries will not be affected by a reduced work week option, unless an exempt employee performs no work during the work week. Additional information about flexible work schedules is available from Human Resources.

The Housing Authority reserves the right to designate work schedules for employees on flexible work schedules, to rescind or alter the types of flexible schedules offered, if any, and to require

employees to work flexible schedules or rescind flexible schedules subject to business needs and budget restrictions and upon 10 calendar days written notice to the employee. Unless an exception is made by the Executive Director, new employees who would otherwise be subject to a 75 hour per pay period schedule will be placed on a flexible (72 hours per pay period) schedule upon hire.

#### **TIMEKEEPING REQUIREMENTS**

An employee's accurately recorded timecard is one of the best ways to ensure the employee receives the correct amount of pay. AHA utilizes an electronic timekeeping system, and all employees are required to submit an electronic timecard every other week, on the Monday prior to payday.

Non-exempt employees record actual hours worked and leave taken; non-exempt employees must report all hours worked and are strictly prohibited from performing any work "off the clock". Exempt employees report only leave taken and report their leave usage in two-hour increments only.

In the event that an employee does not record hours consistent with their scheduled work hours, the employee is required to use vacation and/or floating holiday leave to the extent necessary to bring their pay to an amount equivalent to their scheduled work hours. For all employees, an absence must be recorded on the timecard and approved by the employee's supervisor. Time off is only approved if recorded in the time off request system.

Employees are responsible for ensuring that their timecards are accurate, complete, and submitted on time. Non-exempt employees should notify their supervisor no later than the end of the next business day if they fail to clock in or out, report leave used incorrectly, or have any other adjustment that needs to be made so that corrections can be completed in a timely manner. Exempt employees must ensure timely entry of time off requests. Falsification of timecards or repeated inaccurate reporting of time will subject the employee to discipline, up to and including immediate termination.

#### **PAYROLL DEDUCTIONS**

Your payroll and earnings deductions are detailed with your paycheck. Payments from AHA could take up to three (3) days to post in an employee's account. Federal and State laws require deductions from every paycheck for federal and state withholding taxes, Medicare taxes, state disability insurance, garnishments or wage attachments, and employee contributions to either the CalPERS or PARS retirement program. Other voluntary deductions may be made from an employee's paycheck with the employee's authorization. These deductions may include, but are not limited to, insurance premiums, contributions to a deferred compensation program, payroll corrections upon agreement from the employee, and deductions to fund flexible spending account elections.

The employee is responsible for providing the correct account and routing numbers and notifying AHA if they close their account. Expense reimbursement can also be directly

deposited into the employees' bank account upon request. If an employee elects to use a paper check instead of direct deposit for salary and/or reimbursements, the paper check must be picked up from the Finance department by the employee on their own time.

## REVIEW YOUR PAYCHECK

The Housing Authority makes every effort to ensure its employees are paid correctly. If a mistake is made, and called to the Housing Authority's attention, it promptly will make any correction of an underpayment that is necessary. Employees should review their paychecks to make sure they are correct. If an employee believes a mistake has occurred or has any question, they should notify their supervisor no later than the end of the next business day.

In the event an employee has been overpaid by the Housing Authority, employees may choose to handle repayment with a one-lump sum payment, or may choose another agreed-upon installment period that will typically not to exceed the period of time during which the error occurred. Repayment by active employees can be handled by personal check payable to the Housing Authority, or by employee pre-authorized payroll deduction. No payroll deductions will be made without prior written authorization of the employee.

For separated employee payments, these will be handled by personal check payable to the Housing Authority.

An employee may request an opportunity to discuss a schedule of repayment with Human Resources, or to discuss calculation of the overpayment amount. If the employee does not agree to repayment, or does not complete a repayment plan with the Housing Authority, the Housing Authority may file a legal proceeding to obtain a judgment against the employee.

## EXEMPT EMPLOYEES

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Housing Authority. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, exempt employees' salaries are subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day and/or partial day absences ~~for personal reasons~~
- ~~Full-day absences for sickness or disability~~
- ~~Partial-day absences for personal leave or sick memo leave~~
- ~~Full-week~~ Disciplinary paid or unpaid suspensions for infractions of our written policies and procedures and/or a violation of a workplace conduct rule
- Family and Medical Leave absences (either full- or partial-day absences)

- To offset amounts received as payment for jury and witness fees or military pay
- ~~The first or last week of employment in the event you work less than a full week~~
- Any full work week in which you do not perform any work
- ~~Daily unpaid disciplinary suspensions if the discipline is for a violation of a workplace conduct rule~~

In any work week in which you performed any work, exempt employees' salaries will not be reduced for any of the following reasons:

- Your absence on a day because the Housing Authority has decided to close a facility on a scheduled workday, but you may be required to work from home or another location.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work
- Any other deductions prohibited by state or federal law

Unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness, or disability. If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor.

## **PART EIGHT: COMPENSATION AND SALARY ADMINISTRATION**

### **DETERMINATION OF PAY RATES**

The Housing Authority desires to attract and retain strong performing employees, and accordingly attempts to pay competitive wages to its employees. To determine appropriate compensation rates for positions, AHA will take into account information about current wages and, where information is available, benefits of pertinent local agencies, and will evaluate the relationship between jobs within AHA and other public agencies. AHA will determine how often pay rates should be reviewed. Generally, AHA plans to review pay rates at least every four years unless data indicates review on a more or less frequent basis is appropriate.

### **WAGE RANGES AND STEPS**

The Housing Authority has established a wage range for each class of position title listed in the Schedule of Authorized Positions approved by the Board of Commissioners. Each position, with the exception of the Executive Director and contract Resident Manager positions, is assigned a wage range, and each range currently has five steps or rates of pay. Wage ranges are subject to adjustment and change by the Board of Commissioners as conditions warrant. The Salary Schedule shows all salary and wage ranges available, whether any positions are currently assigned to those ranges or not, and the corresponding rate for each step with each range, including monthly and biweekly rates (applicable to exempt employees) and hourly wages (for non-exempt employees) at each step. The current Pay Schedule showing titles, wage ranges, and monthly rates is posted on the AHA website.

The steps within each range shall be administered in the following manner:

- The first step of each range is the beginning wage level and is the standard hiring rate for a class or position. The Executive Director has the authority to hire an employee above Step 1 of the applicable range. Generally, AHA seeks to hire job applicants at Steps 1-3 of the assigned range unless doing so would risk the applicant not accepting the Housing Authority's job offer.
- Employees may be considered for advancement to the next step assigned to their position after a minimum of one year of satisfactory probationary service, and upon the performance evaluation and recommendation of the supervisor with approval of the Executive Director. Advancement to the next step in subsequent years may occur with each year of satisfactory service until the employee attains the top step of the range assigned to their position.
- The top step of each range is the final step for employees who attain and maintain a thoroughly satisfactory standard of work performance. Employees at the top of their range are eligible for any adjustments made to the range due to cost-of-living adjustments or re-evaluation of the wage rate schedule, but are not eligible for any further step increases so long as they remain in the same position or wage range.
- The Executive Director has the authority to approve an employee for a salary advancement of more than one step. Generally, this would only be considered when there is a need to adjust an employee's salary for internal equity reasons, or when an employee was hired at the bottom of the salary range and has demonstrated exemplary performance.

#### **RECLASSIFICATION RESULTING IN RANGE DECREASE (Y-RATE)**

When the Housing Authority deems it necessary to reclassify an employee for reasons other than misconduct, substandard performance, and/or other disciplinary action (i.e., due to position reclassification or when a position is assigned to a lower wage range as a result of a compensation study), and such action places that employee in a position receiving lower wages, the employee's wages will remain at the same pay as already attained. The current salary amount is frozen at the existing level until future general cost-of-living increases bring the new salary range up to match their current pay.

#### **WAGE ADJUSTMENTS**

##### **Cost of Living**

The Housing Authority may employ a method to compensate employees for cost-of-living adjustments. Cost of living adjustments (COLA) may be considered no more frequently than annually and require approval from the Board of Commissioners. There is no guarantee of a cost-of-living increase in any year.

##### **Transfers and Promotions**

In the case of lateral transfers, (i.e., transfers to another position within the same range), only fully qualified employees who meet the minimum requirements of the transfer position are eligible to be placed at the same step they attained prior to the transfer. The Executive Director shall determine the appropriate step to which transferring employees are assigned.



Employees promoted within the Agency will be placed within the wage range for the new position with step assignment determined by the Executive Director. In no event will a promotion result in a wage decrease.

The decision of within-range placement in other instances of voluntary position classification changes will be made by the Executive Director. Employees are urged to consider the effect of reclassification when applying for positions within the agency, and to ask questions of their supervisors or Human Resources. It is the employee's obligation to keep themselves informed of the impact that changes of position may have on compensation.

### **Demotion in Lieu of Layoff**

In the event that a position is eliminated and the employee holding that position is therefore subject to termination, AHA may, should a position assigned to a lower wage range be available that the employee is qualified for, offer such position to the employee. If the employee accepts the position, the employee shall be assigned to the wage range for the new position, with the assigned step within the range determined by the Executive Director.

### **OVERTIME PAY**

Employees may occasionally be asked to work beyond their normally scheduled hours. When this occurs, supervisors should attempt to provide as much advance notice as possible. Opportunity for overtime (or work hours beyond the employee's regular schedule) on a particular job normally will be given to the employee who has been working on that job during the regular shift or may be rotated among employees when multiple employees have been performing similar work. Generally, overtime is not offered to an employee who is underperforming.

The Housing Authority provides overtime compensation to non-exempt employees for all hours worked in excess of 40 hours per 7-day work period. All overtime (or work hours beyond the employee's regular schedule) must be approved in advance by the supervisor, except in the cases of emergency call-outs, with approval documented in the electronic timecard.

In all cases, non-exempt employees will receive compensation at one and one-half their regular rate of pay for each overtime hour worked. For computation purposes, "hours worked" does not include paid vacation, sick leave, AHA-paid holidays, floating holidays, or any other paid time off. Unpaid sick leave, personal leave or any other unpaid time away from work is also not considered hours worked.

### **Exempt Employees and Overtime**

Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Accordingly, the Agency does not maintain any time off plan or arrangement with exempt employees.



## **ON-CALL AND EMERGENCY CALL COMPENSATION**

Maintenance personnel who live within Forty (40) miles of Alameda may be required to perform on-call service. A non-exempt employee will be compensated for one and one-half hours of straight time pay for each day of on-call service, even if that employee is not actually called into service. On-call service is assigned at the discretion of AHA and may be eliminated, suspended, or reassigned at any time. Hours compensated for on-call service are not considered hours worked for purposes of calculating overtime.

A non-exempt regular employee on call who is called back to work will be compensated for time worked at the usual overtime rate of pay for the employee's position for a minimum of two hours of work, irrespective of the number of hours worked during the work week. This provision also applies to other maintenance and non-maintenance employees who may be called back to work in the event of an emergency. This provision does not apply to instances in which the employee is called to report less than two hours before their regular starting time and is working from the time they report through their regular starting time. Emergencies that require an employee to work past the normal end of their shift will be considered hours worked for purposes of calculating overtime and are also not subject to on-call/call-in provisions.

For more information about on-call and emergency call procedures, maintenance personnel may refer to the Maintenance Procedures document.

## **BILINGUAL PAY**

The Executive Director (or designee) may designate employees to receive bilingual pay at \$50 a month based on the translation needs of the Housing Authority and the employee's ability to provide the service. Bilingual pay is sporadically assigned and only temporary assigned (i.e., for a specific activity).

## **NOTARY PUBLIC STIPEND**

The Executive Director (or designee) will designate employees who obtain and maintain a notary public certificate from the State of California or who are deputized by an agency's chief administrative officer to sign legal or financial documents for the agency who shall serve as notary publics for the AHA. Those employees, and only those employees, are eligible to receive a monthly stipend in the form of a taxable salary augmentation for their additional service at the rate of \$50.00. This stipend is paid whether or not any notary services were actually provided during the period of compensation. As a condition of receiving notary public stipend pay, designated employees are expected to be available to provide notary public services as needed, including during events or meetings that may occur outside of normal business hours.

The Human Resources Department will maintain a current list of employees designated to receive the notary public stipend.

## SHOES/BOOTS ALLOWANCE

Affected maintenance and other staff who work in construction areas may request reimbursement for the purchase of steel or hard toe safety boots or shoes that are required for their position and which must be worn as a condition of employment. The maximum reimbursement rate is authorized by the Board during the budget process. There is no limit on the number of shoes/boots that the employee purchases with the annual allowance.

## ACTING PAY

An employee who is assigned by the employee's supervisor and approved by the Executive Director, to perform job duties in a higher classification during the temporary absence of another employee or when there is a vacant position while a recruitment is being conducted will receive "acting pay" during the assignment. Unless otherwise approved by the Executive Director, acting pay is set at the first step of the classification to be held temporarily as long as the amount is not less than five (5) percent above the current salary step of the employee assigned to the acting position. To be eligible for acting pay, the temporary assignment must not be for less than 15 consecutive business days and the acting pay will start after the 15<sup>th</sup> days.

Where an employee is assigned a temporary working classification due to the performance of duties that are above their normal classification and for which there is no classification available, the employee may be eligible to receive acting pay at the discretion of the Executive Director. Acting pay will be paid at no less than five (5) percent over the employee's current hourly wage, even if this temporary increase is at a level higher than the top of the wage range to which the employee is assigned.

Employees may be required to continue to perform their regular duties while receiving Acting Pay.

Positions such as the Assistant Director level or above are expected to fill in for a vacant Director or higher position for up to 30 consecutive business days before acting pay is granted. Executive Director may make an exception in extenuating circumstances.

## PART NINE: WORKPLACE HEALTH AND SAFETY

### DRUG & ALCOHOL-FREE WORKPLACE

As part of the Housing Authority's ongoing commitment to a safe and healthy workplace, the Housing Authority maintains a drug and alcohol-free workplace. Any employee who reports to work while under the influence of drugs or alcohol runs the risks of endangering their safety and the safety of others, destruction of or damage to personal or AHA property, and a loss of productivity and workplace morale.

All employees are required to understand and comply with the Housing Authority's drug and alcohol-free workplace policy. Employees conducting Housing Authority business regardless of location are prohibited from all of the following:

- Unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensing of alcohol or a controlled substance in either Housing Authority workplaces or wherever Housing Authority business is performed.
- Reporting to work while under the influence of alcohol or a controlled substance.

Use of prescribed medications and drugs in accordance with physician's instructions is not a violation of this policy, as long as the medications or drugs do not interfere with the employee's ability to perform their duties. An employee must notify their supervisor before beginning work when taking medications or drugs that could interfere with the safe and effective performance of duties or the operation of Housing Authority equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Housing Authority may require medical clearance.

If the Housing Authority reasonably suspects that an employee is under the influence of alcohol or drugs, the employee shall be prevented from engaging in further work and may be detained for a reasonable time until they can be safely transported from the work site. If the Housing Authority has reasonable suspicion that an employee is under the influence of alcohol or drugs, the Housing Authority may require the employee to submit to AHA's drug/alcohol testing procedure.

"Reasonable suspicion" is based on objective factors a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors include, but are not limited to: unusual behavior, slurred or altered speech, body odor, unkempt appearance, red or watery eyes, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, an accident involving agency equipment or property, or other evidence of recent drug or alcohol use. In order to receive authority to test, the supervisor must record the facts that support reasonable suspicion and discuss the matter with the Executive Director or designee. If there is a reasonable suspicion of drug or alcohol abuse at work, the employee will be relieved from duty and placed on sick leave until the test results are received. Refusal to submit to the Housing Authority's drug/alcohol testing procedure may constitute insubordination and subject the employee to discipline.

The Housing Authority has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the EAP. Employees should contact Human Resources for additional information about the EAP.

As a condition of employment, Housing Authority employees are expected to abide by the terms of this policy and are required to notify the Housing Authority of any criminal drug statute conviction occurring in the workplace within five days of the conviction. Disciplinary action will be taken against those who violate this policy.

## **SMOKING**

For health and safety considerations, the Housing Authority discourages smoking. Smoking by employees, including the use of e-cigarettes or other unregulated nicotine products, is prohibited in all locations on Housing Authority property, including office/maintenance areas, dwelling units/grounds, parking lots, and vehicles, and while conducting AHA business, regardless of location.

## **SAFETY AND SECURITY**

The Housing Authority strives to provide a secure work environment for our employees and visitors. It is the policy of AHA to provide and maintain safe and healthful working conditions. Every AHA employee shares a responsibility for the prevention of accidents and everyone is expected to cooperate to the fullest to make sure our agency is a safe place to work. Employees are required to be safety conscious and to report immediately any unsafe or hazardous condition directly to their supervisor or the Injury and Illness Prevention Program (IIPP) Administrator. Employees also are required to participate in regular safety trainings, to read and follow the Housing Authority's Safety Policies and Rules, and to become familiar with AHA's IIPP, provided as separate documents.

Our main building is equipped with an alarm system that is activated during non-business hours via a rotation system by exempt staff at 701 Atlantic, and exterior doors/gates that are locked at all times (except the front entrance door) as are reception area doors that provide access to the interior of the office. Other AHA offices maintain systems that allow for the safety and security of employees assigned to work in those locations.

Each employee is required to comply with all AHA security procedures and immediately report any breach of security to their supervisor. These procedures include, but are not limited to the following:

- Immediately report lost or stolen keys/access badges or missing AHA property to your supervisor.
- Employees may be responsible for the cost of replacing lost or stolen AHA property, such as parking lot remotes, badges, and keys.
- Employees may not keep or store AHA equipment or keys/badges in vehicles except while travelling to or from work.
- Copying or giving AHA keys/badges, alarm codes, or parking lot remote controls to an unauthorized individual is strictly prohibited.

We encourage employees to be prudent about bringing personal items to work. The Housing Authority is not responsible for losses resulting from theft or damage to employees' personal property.

## **VIOLENCE IN THE WORKPLACE**

The Housing Authority is committed to providing a safe, violence-free workplace. Therefore, the Housing Authority strictly prohibits employees, consultants, customers, visitors, vendors, or anyone else on Housing Authority premises or engaging in a Housing Authority-related activity from behaving in a violent or threatening manner. This policy applies in any location where Agency business is conducted, including vehicles and parking lots. As part of this policy, the Housing Authority seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

Prevention of workplace violence begins with the recognition of potential early warning signs and the establishment of agency procedures for responding to any situation that presents the possibility of violence.

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of Housing Authority employment. The Housing Authority has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

### **Workplace Violence Definition**

Workplace violence is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

- Threats of any kind or acts of physical harm directed toward an individual or their family, friends, associates, or property
- Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others
- Destruction of, or threat of destruction of Agency property or another employee's property
- Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay
- Striking, punching, slapping, or assaulting another person
- Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise
- Harassing or threatening phone calls or electronic communications
- Surveillance of or stalking another person
- Other behavior that suggests a propensity towards violence, such as belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage of Housing Authority property, or a demonstrated pattern of refusal to follow AHA policies and procedures
- Defacing AHA property or causing physical damage to the facilities
- With the exception of security personnel, bringing weapons or firearms of any kind on Housing Authority premises or while conducting Housing Authority business.

## **Reporting**

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, they should notify any manager or supervisor immediately. The supervisor or manager will immediately report the matter to the Human Resources Director.

The Director of Human Resources will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.

The form to fill out an incident report can be found here:

<https://form.alamedahsg.org/Forms/Incident-Report>.

The form to fill out a violence incident report can be found here:

<https://form.alamedahsg.org/Forms/wv-incident>.

The form to fill out a workplace safety report can be found here:

<https://form.alamedahsg.org/Forms/safetyfeedback>.

The Housing Authority will take appropriate steps to provide security, such as: placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation; asking any threatening or potentially violent person to leave the site; or immediately contacting the appropriate law enforcement agency.

Employees are required to report to the Executive Director or designee if any restraining order is in place, or if any potentially violent non-work-related situation exists that could result in violence in the workplace. Employees may be required to obtain a restraining order against a particular individual in the interest of staff safety.

## **Investigation**

All reports of workplace violence will be taken seriously and investigated promptly and thoroughly. In appropriate circumstances, the Housing Authority will inform the reporting individual of the results of the investigation. To the extent possible, AHA will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. AHA will not tolerate retaliation against any employee who reports workplace violence.

## **Corrective Action and Discipline**

If the Housing Authority determines that workplace violence has occurred, the Housing Authority will take appropriate corrective action, including possible discipline of offending employees up to and including termination. The appropriate corrective action will depend on the particular facts but may include oral or written warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee,

the Housing Authority will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the Housing Authority may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the Housing Authority may require that the employee participate in counseling, either voluntarily or as a condition of continued employment.

### **Employee Assistance Program**

Any employee who believes that they may have a problem that could lead to violent behavior is encouraged to seek confidential assistance from the Employee Assistance Program (EAP). For information about accessing the EAP, contact Human Resources.

Employees should refer to the Housing Authority's Workplace Violence Prevention Plan, which can be found in Yardi Aspire.

## **PART TEN: WORK PRACTICES AND ENVIRONMENT**

### **PUNCTUALITY AND ATTENDANCE**

All employees are expected to be responsible and demonstrate respect for fellow employees by establishing a record of punctuality and regular attendance. Attendance and punctuality are important to the efficient operation of any business, and are factors considered in evaluating an employee's overall job performance. Employees are expected to be present and ready to work at their scheduled work time each day and for the duration of their work shift. Non-exempt employees must adhere to their scheduled workday, and any established break and meal periods. Frequent tardiness, excessive absenteeism, or abuse of sick leave will not be tolerated, and will result in disciplinary action.

Employees who are unable to report for work for any reason must notify their immediate supervisor no later than one-half hour after their regularly scheduled start time on the first day and each subsequent day of an unscheduled absence by calling the Absence Reporting Line at 1-510-649-5529. Employees must indicate the type of leave needed (i.e., sick or vacation), and the probable duration of the absence or the planned arrival time at work if tardy. Upon returning to work, employees must promptly and accurately record any absences in the electronic timekeeping system.

An employee is deemed to have resigned from their position if they are absent for three consecutive scheduled workdays/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Executive Director or designee before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job



abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

### **LEAVING DURING WORK HOURS**

Non-exempt employees who leave the premises during their work time for any reason unrelated to their job must get approval from their supervisors (or designated alternates) for any period of absence prior to leaving work. As a courtesy and to ensure an appropriate level of management coverage, exempt employees who need to leave work unexpectedly are requested to notify their supervisors as well.

### **TELECOMMUTING**

Telecommuting is a work arrangement in which some of the employee's work is performed at home. Telecommuting is a privilege that may be appropriate for some employees and some jobs. It is not an entitlement or an Agency-wide benefit. Performance expectations of an employee are the same regardless of work location.

The Housing Authority may allow exempt staff the option to telecommute on an occasional, informal basis for a limited period of time when the employee's work can reasonably be carried out from home without unduly impacting either the employee's own level of work productivity, or that of their fellow employees or any subordinates, including providing for an appropriate level of overall management presence in the office. All informal telecommuting arrangements are made on a case-by-case basis at the discretion of the supervisor in consultation with the Director of Human Resources and are memorialized in writing in advance of the employee being able to telecommute. Supervisors should know the specific workday being requested. If requesting a short-term change in schedule the supervisor should know the work to be performed and the projected amount of time. Approval will be made based on operational need and approved by the Executive Director. All employees who telecommute, are responsible for ensuring a safe home workplace and taking appropriate steps to safeguard AHA confidential information. AHA reserves the right to designate only certain exempt positions as eligible for telecommuting.

The Housing Authority may also designate positions approved for telecommuting in response to an emergency or similar occurrence, or on an ongoing basis. Positions authorized to telecommute on a regular basis are designated by the Executive Director, who also has the authority to determine the level of telecommuting that is allowed and when telecommuting is no longer required. Employees that telecommute are required to have an approved telecommuting agreement and safety self-certification checklist on file with Human Resources.

### **GUESTS AND VISITORS**

Employees must discourage frequent or regular visits from family or friends to ensure that the workplace is not unduly interrupted and to maintain a professional atmosphere for both



employees and the public. Should it be necessary for a friend or family member to call on an employee during business hours, visits are to be kept to a minimum and visitors are to be directed to areas away from other employees and/or the public so as not to be disruptive. The employee being visited may not perform any work during the visit to ensure work accuracy and client confidentiality.

All visitors are required to sign in upon arrival at the AHA office. Visitors are to remain in the reception area until escorted by the appropriate employee and must remain in the company of an employee at all times while in the AHA office.

While AHA is sensitive to employees' dependents' needs, it is not appropriate for minor children or other minor visitors of employees to be in the workplace during working hours, except for very brief visits. In those cases where minors are in the workplace, they must be directly supervised by the employee at all times.

In the interest of maintaining the health and well-being of all AHA employees, visitors who are ill should not be brought to the workplace. AHA provides sick leave so that employees may provide care for their sick dependents at home. Employees may contact AHA's Employee Assistance Program for assistance with finding emergency care providers for sick dependents.

Any supervisor is authorized to ask visitors to leave the office should it be deemed necessary.

#### **BREASTFEEDING-FRIENDLY WORKPLACE**

The Housing Authority encourages employees and management to have a positive, accepting attitude toward working parents and breastfeeding. AHA promotes and supports breastfeeding and the expression of breast milk by employees who are breastfeeding their babies.

It shall be the policy of the Housing Authority to provide:

- Information about breastfeeding support prior to an employee's leave for pregnancy disability or related condition, including providing a copy of this policy when an employee inquires about or requests parental leave.
- The Housing Authority will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave.
- Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances. A designated room within the AHA office, that is not a bathroom, which shall be furnished

with an electrical outlet, comfortable seating, a table, appropriate signage, and be free from intrusion to ensure privacy while the employee is expressing milk. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
  - Be safe, clean, and free of hazardous materials;
  - Contain a surface on which to place a breast pump and personal items;
  - Contain a place to sit; and
  - Have access to electricity needed to operate an electric battery-powered breast pump.
- Access to a sink with running water close to the lactation room and a refrigerator for storing milk in close proximity to the employee's work area.

All other employees should avoid interrupting an employee during an authorized break under this policy, except to announce an emergency or other urgent circumstance.

Employees have the right to request lactation accommodation, and should make their request, preferably in writing, to the Director of Human Resources. A form for making a lactation accommodation request is available from Human Resources. Human Resources will respond to the request and will provide a written response to the employee and shall notify the employee if AHA cannot provide break time or a compliant location. Employees have the right to file a complaint with the Labor Commissioner for any violation of Labor Code sections 1030, et seq., which governs lactation accommodations.

#### **USE OF FACILITIES AND PROPERTY**

Employees are asked to treat Housing Authority property as they would their own. Specifically, employees are to keep their work area and AHA common areas clean and well maintained and limit their use of AHA equipment to work-related purposes. Employees are required to receive written supervisory approval before removing any Housing Authority property from the premises. Employees may decorate their workspaces, as long as such decorations are consistent with AHA policies. Employees must consult with the Director of Human Resources before displaying items in or making any alterations to public spaces or common areas.

#### **TOOLS AND EQUIPMENT**

The Housing Authority supplies employees with all tools and equipment necessary to carry out assigned duties. Employees are responsible for the safekeeping of all tools and equipment. Use of agency tools or equipment for other than official Agency business, loss of equipment, or any unusual damage above and beyond normal wear and tear are grounds for disciplinary action. Responsibility for replacement due to normal wear and tear lies with the Housing Authority.

## **INSPECTION OF TOOLBOXES/DESKS/COMPUTERS/VEHICLES**

Toolboxes, desks, computers, agency vehicles, etc., are the property of the Housing Authority and are provided to employees for their use and convenience during work hours. As a result, Housing Authority employees have no expectation of privacy in their use of any Agency equipment or resource. It is understood that the Housing Authority has the right to open and inspect any such tool boxes, desks, computer directories, or vehicles, as well as any contents, effects, or articles that are contained in same at any time, with or without advance notice or the employee's personal consent. This includes, but is not limited to, inspections of emails, history of Internet usage, logs of calls made and received on Agency telephones and Agency-issued cellular phones/smart phones, text messages sent and received on Agency-issued cellular phones/smart phones, and voicemail on Agency telephones and Agency-issued cellular phones/smart phones. Inspections may be conducted before, during or after working hours by the employee's supervisor or a department head when there is a customer service or business or program related need. For situations involving suspected inappropriate conduct, the Executive Director or Director of Human Resources shall designate the individual(s) authorized to carry out the inspection.

## **USE OF MOTOR VEHICLES**

Employees must follow the Housing Authority Vehicle Use and Accident Reporting procedures provided as a separate document and are required to sign an acknowledgement that they have received the information. Assignment of driving responsibilities, in either an agency vehicle or in the employee's own vehicle, is conditional upon receipt of a satisfactory report from the State of California, Department of Motor Vehicles.

Employees who use their own automobiles for travel on authorized AHA business will be reimbursed for mileage at the rate established by the Internal Revenue Service. Employees must have prior supervisory approval for the use of personal vehicles and must have on file in advance of using their personal vehicle, a copy of their driver license and evidence that they obtained at their own expense the minimum insurance coverage for property damage and public liability.

Employees who wish to use an agency vehicle must reserve the vehicle and sign it in and out on the day of use. Use of agency vehicles for personal reasons is strictly prohibited.

## **EXPENSE REIMBURSEMENT**

Reasonable and customary expenses incurred in the performance of one's job or to attend trainings/conferences will be reimbursed. Reimbursement requires prior authorization by the employee's immediate supervisor and/or Department Director or Executive Director, written approval of actual expenses, and completion of a signed expense reimbursement form with all required documentation/receipts attached. Receipts must be provided for all reimbursable expenses.

Employees must follow the Housing Authority's Training and Travel and Reimbursement Policy, provided as a separate document, including submitting any expenses no later than 60 days following the date(s) the expenses were incurred. Employees are expected to be prudent with expenses, particularly when traveling.

## **DRESS GUIDELINES**

The Housing Authority's objective in establishing guidelines for work attire is to enable our employees to be comfortable in the workplace, while also projecting a professional and businesslike image in dealing with other employees, volunteers, and the general public. All employees are asked to observe good grooming and personal hygiene habits and are expected to dress in a manner appropriate for their position in the agency as discussed below. The following guidelines have been developed to provide general parameters for appropriate work attire and to help employees exercise good judgment about similar items that are not specifically addressed.

### **Basic Guidelines**

Clothing must be clean, neat, and fit properly. In all situations, clothing should be comfortable and practical for work, but not distracting or offensive to others. Employees may observe dress and/or grooming practices consistent with their religious beliefs; any employee requiring special clothing accommodations for any reason should advise their supervisor in advance.

Work attire that is inappropriate for the workplace includes clothing that is revealing, (such as athletic/exercise wear, spandex, or leggings), tank tops, shorts, mini-skirts/dresses, sweats, see-through clothing, or clothing that shows shoulders, back or midriff, or that exposes underwear. Clothing with inappropriate wording or logos, such as offensive images or wording including profanity also may not be worn. Treatments to clothing that are inappropriate for the workplace include clothing that is visibly torn, frayed, or ripped.

Casual business attire may include denim skirts or dark-rinse, colored, or trouser-style jeans as long as they are professional in appearance (e.g. full length, not frayed or ripped). Footwear must be in good repair and appropriate for the work environment and functions performed. When performing office-based work, open-toed shoes and sandals may be worn so long as they are an appropriate style for the workplace. When performing off-site work, sturdy closed-toe shoes must be worn at all times.

Employees should use good judgment about whether or not business casual attire is appropriate on a daily basis. For instance, casual attire is not appropriate for meetings or other work scheduled where formal business attire, such as a suit and tie, pantsuit, or dress/skirt and jacket, is customary and more appropriate.

Under special circumstances (e.g., storage clean-up, moving furniture, etc.) more casual attire may be worn on specific workdays. In all situations, clothing should be comfortable and practical for work, but not distracting or offensive to others.

**Supervisor Responsibility**

Supervisors are responsible for interpreting and monitoring dress and grooming standards and have the authority to make decisions regarding what is inappropriate office or field appearance and to determine what action will be taken when guidelines are not being followed. The action taken will be based on the severity of the infraction and may include counseling employees whose attire is considered inappropriate or sending the employee home to change into appropriate work attire.

**MAINTENANCE STAFF UNIFORMS**

Employees in certain maintenance positions are permitted to wear jeans or other sturdy work clothing, though a neat appearance is still important. Maintenance workers are required to wear uniform shirts, which are provided and cleaned by the Housing Authority. AHA may also provide other work/weather/safety related gear or equipment such as jackets, hats, foul weather gear, and gloves to employees who work outdoors. Employees are responsible for the safekeeping of all items they are furnished, must wear AHA-provided attire, and may not substitute personal items for AHA-provided items when on the job site. Damaged or worn gear must be submitted to the Department Head for replacement.

**SCENT FREE WORKPLACE**

Scents are prohibited in the workplace. Some employees and members of the public suffer from unpleasant and, in acute cases, life-threatening physical effects from scented products. Personal fragrant products (e.g., fragrances, colognes, lotions, powders and other similar products) that are perceptible to others should not be worn by employees. Other fragrant products (e.g., scented candles, potpourri and similar items) and plants are also not permitted in the workplace.

Employees required by medical necessity to use medicinal lotions or skin creams that contain perceptible odors must request a reasonable accommodation from their supervisor or Human Resources.

Employees with other allergies or substance sensitivities are encouraged to make their needs known to the Director of Human Resources so that appropriate steps may be taken to limit any health risk to the employee.

**PARKING**

The Housing Authority shall attempt to provide employees with free parking at the AHA office. However, parking spaces are limited and so may be assigned or allocated on a first-come first-served basis at the time of employment by Human Resources. In the event that adequate spaces are not available for all employees, Human Resources will establish a formal parking policy that takes into account reasonable accommodations, business needs, and where possible employee preference. Additional information about parking procedures may be obtained from Human Resources.

Employees who wish to park their vehicle on AHA property must have a valid license on file and provide a current insurance certificate annually to Human Resources.

## **SOLICITATIONS**

It is a Housing Authority policy to prevent work disruptions and protect employees from harassment related to solicitations. During working time, employees are prohibited from soliciting or distributing literature or other materials to another employee, nor may employees use AHA's electronic communication systems or display such materials in the public areas of the office, such as the lobby, at any time to do the same. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the soliciting/distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are not engaged in performing their work.

Persons who are not employed by the Housing Authority shall not distribute literature or other materials or solicit employees or visitors verbally, electronically or by other means on Housing Authority property at any time or for any purpose without approval of the Executive Director.

## **REFERENCES**

The Executive Director (or designee) and the Director of Human Resources are the only individuals authorized to provide information of any kind regarding current or former employees, volunteers, or vendors.

Generally, only hire and termination dates and job titles are provided in response to a reference or verification of employment request. Except as provided by this policy, all employee information is considered confidential.

## **PART ELEVEN: INFORMATION AND COMMUNICATION**

### **TECHNOLOGY, VOICE MAIL AND ELECTRONIC MAIL**

Housing Authority employees are permitted to use AHA's voice mail, electronic mail, computers, software, temporary or permanent files, networking sites and internet access (collectively "Technology Systems") to perform their work and communicate with others for business purposes. Computers and Internet access, telephones and cell phones, and other forms of information technology are provided to employees based upon business needs. The e-mail system is to be used for AHA or work-related email only, and not for personal purposes. Employees must utilize their official Housing Authority email address for all Housing Authority communications sent via email. Employees are prohibited from using their private email address (i.e., Gmail, Yahoo!, Hotmail/MSN, etc.) for Housing Authority business. In no event should Housing Authority's Technology Systems be used to send jokes, comments or information to others that may be perceived as discriminatory, harassing, offensive, disruptive, or otherwise in violation of any AHA policy. Any technology provided by the Housing Authority

may not be used to send material that disparages an individual, company, or business entity, or to disclose personal information without authorization.

Employees may not install, copy, stream, or download software onto AHA computers unless authorized to do so by the Director of Administration and Services or the Director of Human Resources. Employees also are prohibited from downloading any personal files onto work computers, as this may result in reduced capacity, slower computer speed for all employees, and maintenance and support issues. In addition, it places the employee's computer and the entire AHA network at risk for viruses, compromised network security, and other problems.

Non-exempt employees are prohibited from accessing any AHA Technology Systems, including email, from outside the office or during non-work hours, unless otherwise approved by the Executive Director or designee.

Employees do not have any right of privacy in any Housing Authority Technology Systems, including email sent to or received by AHA computers or transmitted via AHA's servers and networks. The Housing Authority may monitor and/or search the contents of all voice mail, computer files, and electronic communications (including email) to promote the administration of AHA's operations and policies or for any other business reason. By these provisions AHA employees should not have an expectation of privacy when utilizing AHA technology.

Use of personal technology devices during work time is discouraged. Further, no employee may use unauthorized personal devices, software, or other technology in conjunction with Housing Authority property or Technology Systems.

All employees are provided training on and required to sign an acknowledgment that they have reviewed and understand AHA's Information Technology Policy at the time of hire and periodically during the course of employment.

#### **USE OF AGENCY-ISSUED CELL PHONES**

All Housing Authority cell phones are provided as a tool to conduct Agency-related business. Agency cell phones are issued on an as-needed basis with the approval of the Executive Director. All Housing Authority employees shall use such devices in a responsible, appropriate, and safe manner. All employees assigned communications equipment shall assume the responsibility to use the equipment in accordance with the provisions of this policy and the Housing Authority's Information Technology Policy.

- Employees are prohibited from installing any third-party equipment or applications to Agency cell phones unless approved by the employee's supervisor in writing.
- Employees have no expectation of privacy as to data residing in telecommunications devices and /or voice mail. The Housing Authority may inspect that data at any time and without notice, as permitted by state and federal law.
- Employees shall protect Housing Authority cell phones from loss or damage. An employee assigned an Agency phone is responsible for its good care and will be required to reimburse the Agency's cost for any damage, or lost cell phones due to



negligence. If a device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the Executive Director.

- Cell phones may not be used for watching videos, playing games, and participating in social media (other than for AHA business).
- Agency cell phones should only be used by employees in the performance of their official duties. Personal use of Housing Authority cell phones is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use.

### **USE OF PERSONAL CELL PHONES**

The Housing Authority recognizes the need for employees to be able to be contacted in the event of an emergency or other urgent situation. Employees are expected to observe the following guidelines, however, to avoid unnecessary disruption in the workplace and maintain productivity:

- Cell phones shall be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow.
- Employees may carry and use personal cell phones while at work on a sporadic basis. If employee use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action. AHA reserve the right to request that the employee provide cell phone bills and usage reports for calls made during the working hours of that employee to determine if use is excessive.
- Personal cell phones may not be used for watching videos, playing games, and participating in social media (other than for AHA business) while on paid work time.
- Employees are prohibited from making or receiving calls on a cell phone while driving within the course and scope of employment, unless the employee has a hands-free device, and texting or emailing while driving is prohibited at all times. Please see the Vehicle Use and Accident Reporting procedure for more information.
- Communications on personal electronic devices involving the conduct of public business may be subject to disclosure under public records laws.

### **SOCIAL MEDIA**

The Housing Authority respects the right of employees to use social media for self-publishing and self-expression during personal time on their own devices. To assist employees in making responsible decisions about their use of social media as it relates to their employment, the Housing Authority has established the following guidelines for appropriate use of social media. Housing Authority employees may not:

- Use AHA-owned equipment or software to conduct personal blogging or social network activities
- Use their Housing Authority email address to register on social networks, blogs, or other online tools utilized for personal/social purposes unless authorized by the Executive Director
- Post photographs of other employees, clients/customers, or vendors on personal posts
- Link from a personal blog, social network, or website to the Housing Authority's website without identifying yourself as a Housing Authority employee



- Provide any references or statements of endorsement for other AHA employees on social media sites; any references provided must be done in accordance with the Housing Authority's References policy contained in this Handbook
- Staff will adhere to AHA's Artificial Intelligence policies and procedures.

On personal social media sites, each employee should express only personal opinions and must never represent them self as a spokesperson for the Housing Authority. If AHA is a subject of content the employee is creating, the employee must be clear and open about the fact that they are an employee of AHA; it must be made clear that these views do not represent those of AHA and the employee is not speaking on behalf of AHA. If the employee intends to post content regarding AHA, it is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of The Housing Authority of the City of Alameda."

Employees should understand that they are personally responsible for their commentary on blogs and social networks and can be held personally liable for commentary that is slanderous, obscene, defamatory or libelous by any offended party. Further, employees must comply with the agency's Confidentiality policy when using social media. Employees should remember that colleagues, supervisors, and agency partners often have access to the online content that is posted. Inappropriate postings that may include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct will not be tolerated. Any conduct on social media that adversely affects an employee's job performance, the performance of fellow employees, or otherwise adversely affects staff, volunteers, contractors, vendors, or any other people who work on behalf of or receive services from the Housing Authority is not permitted. Please refer to the ethics section of the AHA Information Technology Policy for additional details.

## **EMPLOYEE INFORMATION**

It is important that personnel files contain up-to-date information regarding each employee. Employees should inform Human Resources immediately whenever there are changes in their personal data (such as address, telephone number, marital status, domestic partnership, number of dependents, and the person to notify in case of emergency), that may affect their pay, benefits, or communications with the Housing Authority.

Additionally, AHA maintains an emergency communications system to enable information to be sent to employees outside of work hours. Employees may opt into this system to include receipt of text messages from AHA on their personal cell phones.

## **PERSONNEL FILES**

Employees have the right to inspect their personnel records relating to their performance or to any grievance concerning them during regular office hours, upon written request to the Director of Human Resources. An inspection request form is available from Human Resources and on AHA shared drives that employees may use to make their request. Records will be made

available for inspection within 30 days of receipt of the written request. An appointment to inspect the file may be made with the Director of Human Resources, who will accompany the employee or their representative while they inspect the file. A former employee is entitled to inspect their personnel records one time per year.

If the current or former employee wishes to have another person/representative inspect their personnel file, they must provide the person/representative with written authorization. The Human Resources Director or their designee will notify the employee and/or representative of the date, time and place of the inspection in writing.

Employees and former employees may obtain copies, at their own cost, of any document in their personnel file to the extent required by law within 30 days after the employer receives a written request. A current or former employee who wishes to receive such a copy should contact the Human Resources Director or their designee in writing.

Personnel records are the property of the Housing Authority and are not allowed to be taken from the office of the Director of Human Resources without prior written authorization. No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

Prior to making a copy of any personnel records or allowing inspection, the Housing Authority may redact the names of nonsupervisory employees. Under no circumstances will the Housing Authority provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; and ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination, or education and training records.

The Housing Authority will furnish the employee with one copy of all performance reviews and written reprimands or warnings prior to placement of such documents into the employee's personnel file. Employees are encouraged to retain these documents for their records. The employee may be required to acknowledge the receipt of any document entered into their personnel file.

#### **INTERNAL COMMUNICATION**

Bulletin boards, mailboxes, meetings, and office e-mail are used to communicate important information to employees on a regular basis. Each employee is responsible for reading posted or distributed information on a timely basis.

#### **MEDIA RELATIONS**

Employees should not respond to any inquiries or requests received from a newspaper, radio or television station, or any other type of media for comments or statements on behalf of the Housing Authority. Instead, employees should refer such requests to the Executive Director.

The Executive Director will respond directly or provide written authorization to another staff member to serve as AHA spokesperson.

## **PART TWELVE: STANDARDS OF CONDUCT**

### **POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION; COMPLAINT PROCEDURE**

The Housing Authority has zero tolerance for discrimination or harassment in the workplace or in a work-related situation based on an individual's race, color, religion (including religious dress and grooming), sex (including gender, gender identity, gender expression, as well as pregnancy, childbirth, breastfeeding, or related medical conditions), national origin or ancestry, citizenship, age, marital status, registered domestic partner status, physical or mental disability, medical condition, sexual orientation, genetic information, military or veteran status, having taken a protected leave, or any other basis protected by law, or based on a perception that the individual has any of these characteristics, or that the person is associated with a person who has, or is perceived to have, any of those characteristics. **All such discrimination or harassment is prohibited and is a violation of the Housing Authority's workplace conduct rules.** Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline up to termination or other appropriate sanctions.

This policy prohibits treating a covered individual differently and adversely because of the individual's actual or perceived protected classification; because the individual associates with a person who is or is perceived to be a member of a protected classification; or because the individual participates in a protected activity as defined in this policy.

The Housing Authority expressly prohibits any retaliation against an employee because they filed or supported a complaint or because they participated in the investigation or complaint resolution process. Individuals found to have retaliated against an employee in violation of this policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

The Housing Authority expressly prohibits any retaliation against an employee because they take time off work due to jury service, court appearances, or circumstances related to qualifying acts of violence or crime.

This policy covers the conduct of all Housing Authority employees, volunteers, and unpaid interns as well as conduct of persons with whom the Agency contracts to do business, such as independent contractors, suppliers, or vendors when the conduct is directed at, or involves, an Agency employee, volunteer, or contractor. Under certain circumstances, harassment can also include conduct taken by those who are not employees, volunteers or contractors, such as elected officials, members of the Board of Commissioners, appointed officials, or even members of the public.

This policy prohibits harassment of a covered individual because of the individual's actual or perceived protected classification. Harassment can take many different forms and may include, but is not limited to:

- Verbal conduct such as epithets, derogatory or degrading comments, slurs, or unwanted comments and jokes made on the basis of a protected classification. This includes inappropriate comments about appearance, hair texture, protective hairstyles, dress, physical features, gender identification, or race/ethnic/sexually-oriented stories and jokes.
- Visual conduct such as derogatory posters, cartoons, drawings, emails or gestures related to a protected classification.
- Physical conduct such as blocking normal movement, restraining, touching, or otherwise physically interfering with the work of another individual. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- Demanding or threatening that an employee's job, advancement, compensation, assignment, or other benefit is dependent upon submission to sexual demands, performing or submitting to actions of a sexual nature, or toleration of harassment.
- Retaliation by any of the above means for having reported harassment or discrimination or having assisted another employee to report harassment or discrimination.

Sexual harassment under this policy includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment includes conduct that another individual who is a member of the protected classification would find unwelcome or unwanted. Harassment may include the following:

- Conduct that is not intended as to harass. Conduct may violate this policy if the conduct is directed at, or implicates a protected classification and the recipient finds the conduct to be offensive or inappropriate, even if its well-intentioned conduct (e.g., gifts, over-attention, endearing nicknames, hugs).
- Conduct to which the recipient appears to have consented. The Housing Authority does not recognize as a defense that the recipient appeared to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest offensive or inappropriate conduct for many legitimate reasons, including, but not limited to, the need to avoid being perceived as insubordinate or to avoid being ostracized or subjected to retaliation.

- Conduct about which no employees previously complained. The fact that no employee previously complained about the same or substantially similar conduct does not mean that the conduct is inoffensive or appropriate nor does that fact preclude an employee from complaining about such conduct if it is repeated.
- Conduct witnessed by a third party or about which a third party learns, even if they did not witness such conduct. Visual, verbal, or physical conduct between two (2) people who do not find such conduct to be offensive or inappropriate may constitute harassment of a third party witnesses such conduct or learns about the conduct later and finds the conduct to be offensive or inappropriate. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- Conduct can constitute harassment even if the individual has no intention to harass. Conduct that may be well-intentioned conduct (e.g., gifts, over-attention, endearing nicknames, hugs) may nevertheless constitute harassment if the conduct is directed at, or implicates a protected classification, and if the individual finds such conduct inappropriate or offensive.

### **Internal Complaint Procedure**

Anyone who believes they have been discriminated against or harassed in connection with their employment, services, or volunteer capacity at AHA, or has observed or is aware of such discrimination or harassment, or who believes they have been subject to retaliation, should immediately notify any of the following individuals:

- Any supervisor or manager, or the other exempt personnel assigned to HR,
- The Director of Human Resources, or any other member of Housing Authority Management, or
- The Executive Director or designee
- If a complaint is about the Executive Director, the Chair of the Board of Commissioners should be notified. The email address is: [boardchair@alamedahsg.org](mailto:boardchair@alamedahsg.org).

There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Executive Director immediately, or the Director of Human Resources in the Executive Director's absence. Complaints may be made verbally or in writing

### **Confidentiality**

The Housing Authority will make every effort to assure the confidentiality of complaints made under this policy to the greatest extent allowed by law. However, complete confidentiality may not be possible because of the Housing Authority need to investigate the complaint and provide the subject of the complaint their due process rights, which include providing the subject of the investigation a copy of the complaint after the initial investigatory interview, if requested.

The Housing Authority expressly prohibits an employee who is interviewed during the course of an investigation from attempting to influence other employees, including employees who may have witnessed the underlying conduct at issue, while the investigation is open and ongoing.

An employee may discuss their interview with the employee's legal representative. The Housing Authority will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

### **Option to Report to Outside Administrative Agencies**

Both the state and federal governments have agencies whose purpose is to address unlawful harassment, discrimination, and retaliation in the workplace. An individual has the option to report harassment, discrimination, and retaliation to these agencies, both of whom offer legal remedies and a complaint process.

- For the State of California, the agency is called the Civil Rights Department ("CRD"). The local address and telephone number for the CRD is:  
39141 Civic Center Drive, Suite 250, Fremont, CA 94538, Phone: (510) 789-1085. For the federal government, the agency is called the Equal Employment Opportunity Commission ("EEOC"). The local address and telephone number for the EEOC is 1301 Clay Street, Suite 1170-N, Oakland, CA 94612-5217, Phone: (800) 669-4000.

### **Other Reporting Option**

The Housing Authority may provide an additional option for third party reporting of harassment, discrimination, and other workplace wrongdoing, such as theft or fraud. AHA currently provides employees with access to an Employee Protection Line, which provides for 24/7 reporting which may be done anonymously. Employees may call 1-800-576-5262 or go to [www.employeeprotectionline.com](http://www.employeeprotectionline.com) to make a report. AHA's code number is 10311.

### **Retaliation is Prohibited**

Adverse conduct taken against any individual for complaining of, reporting, or participating in any investigation of a complaint of harassment or discrimination is strictly prohibited. This policy prohibits discrimination, harassment, and retaliation because of an individual's protected activity. Protected activity includes, but is not limited to, the following activity: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this policy; (4) opposing violations of this policy; or (5) participating in an investigation under this policy as a witness, accused or other party.

"Adverse conduct" includes but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination, spreading rumors about a complainant, shunning and avoiding an individual who reports harassment or discrimination, or making real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Individuals are protected by law and by Housing Authority policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the CRD or EEOC, or for otherwise participating in any proceedings conducted by the Housing Authority under this policy and/or by either of these agencies.

Each department head shall endeavor to provide a work environment that is free from harassment and discrimination. Anyone who is found by the Housing Authority to have violated this policy, or whose conduct is found otherwise to be inappropriate, will be subject to appropriate corrective action, up to and including immediate termination of employment.

### **Responsibilities under the Policy Against Discrimination, Harassment and Retaliation:**

Each employee is responsible for the following:

- Reviewing and understanding the policy.
- Be aware of the right to complain to the EEOC or CRD (see below).  
Treating all individuals in the workplace or on Housing Authority worksites with respect.
- Modeling behavior that conforms to the Policy Against Discrimination, Harassment and Retaliation.
- Participating in periodic trainings on personnel matters.
- Cooperating with the Housing Authority investigations pursuant to this policy by responding fully and truthfully and in a timely manner to all questions posed during the investigation.
- Taking no actions to influence the complainant or any potential witness while the Housing Authority investigation is ongoing.
- Reporting any act, they believe in good faith constitutes harassment, discrimination or retaliation as defined in this policy, to their immediate supervisor or manager, or Department Head, or the Human Resources Director.

In addition to the responsibilities listed above, the AHA is responsible for the following:

- Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including, but not limited to, monitoring the work environment and taking immediate and appropriate action to stop violations (e.g., removing inappropriate pictures or correcting inappropriate language).
- Receiving and responding to complaints in a uniformly fair and serious manner.
- Reporting all complaints to HR promptly.
- Documenting the steps taken to resolve such complaints.
- Following up with those who have complained to ensure that the conduct about which they complained has stopped, if it has been proved to have occurred, and that there have been no reprisals or retaliation or threats of reprisals or retaliation by any party.



- Informing those who complain about harassment and/or discrimination of their option to contact the EEOC or CRD and file a complaint about such activity.
- Refer the employee to HR if they request Assistance and/or advice regarding this policy.
- Assisting in the investigation of complaints involving subordinate or other employee(s).
- Where a complaint is substantiated, assisting in the development of a recommendation concerning an appropriate corrective or disciplinary action in accordance with these policies.
- Implementing appropriate corrective or disciplinary actions.
- Reporting potential violations of this policy to the Human Resources Director, regardless of whether an employee complained about such conduct.
- Participating in periodic training and scheduling employees for training.

## **WORKPLACE CONDUCT**

The Housing Authority is committed to promoting the highest standards of personal and professional conduct, and requires of its employees cooperation, efficiency, productivity, and compliance with its policies and procedures. While it is not possible to provide an exhaustive list of the types of conduct that are impermissible, examples of conduct that may result in disciplinary action, up to and including immediate termination, include, but are not limited to, any of the following:

- Ongoing substandard job performance or inefficiency
- Excessive tardiness or absenteeism, unauthorized absenteeism, or failure to observe work schedules
- Rudeness or discourtesy toward a fellow employee, supervisor, volunteer, tenant, or member of the general public
- Dishonesty, making any false representation or statement, or making any omission of a material fact
- Falsification or tampering with any Housing Authority records, including one's own or another employee's timecard or Housing Authority financial, client, employee or other records
- Working overtime without authorization or refusing to work assigned overtime, except under extenuating circumstances
- Fighting, roughhousing, violent or threatening language or gestures, or conduct that is abusive, hostile, discourteous, offensive or disrespectful (such as slandering or ridiculing others, making false accusations, humiliating others in public, shunning/ostracizing others, or the sabotage or undermining of a person's work performance), or other conduct of a bullying nature
- Possessing a weapon or firearm on Housing Authority property
- Theft, deliberate damaging, or unauthorized use of Housing Authority property or the property of another employee or tenant; or unauthorized use of Housing Authority time or property for personal gain



- Failing to follow established safety or security procedures; knowingly creating an unsafe work situation for oneself or any coworker; or failing to report an on-the-job injury
- Refusing to perform a work-related duty when directly instructed to do so by a supervisor or member of management or insulting or demeaning the authority of a supervisor or manager
- Refusing to cooperate with the investigation of a work-related matter
- Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties
- Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the Housing Authority
- Violation of the Housing Authority's Policy against discrimination, harassment, and Retaliation; Complaint Procedure, as well as drug & alcohol free workplace, conflict of interest, or confidentiality policies
- Any conduct that impairs, disrupts or causes discredit to the Housing Authority, to the public service, or other employees
- Violation of any other Housing Authority policy, rule or regulation.
- Use of leave from work in a manner or timeline not authorized or provided for under Housing Authority policies
- Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment
- Mishandling of public funds, public assets or other agency resources

#### **OPEN DOOR POLICY**

The Housing Authority has an open-door policy that encourages employee participation in decisions that will affect them and their daily professional responsibilities. Employees who have a difference of opinion, misunderstanding or conflict with another AHA employee are encouraged to address the situation directly with the employee(s) involved. This policy also encourages employees who have job-related problems or complaints to talk them over with their supervisor or a manager at any level of management who they feel can help them. The Housing Authority believes that employee concerns are best addressed through informal and open communication.

To the extent possible, AHA will maintain confidentiality in addressing and resolving concerns brought to its attention. However, in the course of investigating and resolving concerns, some dissemination of information to others on a need-to-know basis may be necessary.

No employee will be retaliated against for raising a concern in good faith.

#### **DISCIPLINE, TERMINATION, AND GRIEVANCE PROCEDURE**

##### **Discipline and Termination**

It is mandatory that all employees observe AHA's Workplace Conduct policy and perform to the best of their abilities at all times. Disciplinary action will be taken when the employee's conduct or performance does not meet expectations for their position, adversely affects the work of their department, or violates Housing Authority policy. The following constitutes the Housing Authority's policy regarding disciplinary actions:

### **1. Policy Coverage**

The following categories of persons can be terminated at-will and have no rights to any of the pre- or post-disciplinary processes or procedures in this policy: (a) temporary employees, (b) provisional or seasonal employees, (c) probationary employees, (d) any person who serves pursuant to a written employment contract, and (e) any person who is designated "at-will" in any Housing Authority policy, document, acknowledgement, resolution or ordinance. While individuals in these categories do not have rights to pre- or post-discipline processes, AHA may nonetheless employ disciplinary steps in an effort to address and resolve performance issues or conduct that would not be cause for immediate termination.

### **2. Causes for Discipline**

All employees may be counseled, warned, suspended, demoted, discharged or incur a reduction in pay for performance or conduct issues including, but not limited to, behavior that violates AHA's Workplace Conduct Policy, described in the previous section.

### **3. Administrative Leave**

The Executive Director, or designee, may place an employee on an administrative leave with pay. Administrative leave with pay is authorized: (a) when the Executive Director or designee believes that the employee's continued presence at the work site could have detrimental consequences for Housing Authority operations, including situations where the employee appears to be a danger either to themselves or to others; or (b) pending investigation into charges of misconduct and/or pending a potential disciplinary action. If the charges against the employee are substantiated by the investigation, appropriate disciplinary action may be taken in accordance with these procedures or (c) to conduct a workplace investigation, or (d) and/or to seek clarification on a leave of absence.

### **4. Types of Discipline**

Generally, the Housing Authority reserves the right to practice progressive discipline, which includes counseling, oral warnings, written warnings, suspension, demotion or pay reduction, and termination to for cause employees. By using progressive discipline, we hope that most employee performance problems can be corrected at an early stage. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary; AHA may advance to whatever disciplinary step it concludes is appropriate for the circumstances, and any, all, or none of the following disciplinary steps may be invoked. Supervisors are required to consult with the Director of Human Resources prior to the issuance of any discipline, with the

exception of employee counseling and oral warnings. At will staff may be subject to immediately termination with or without progressive discipline.

The types of personnel actions and/or discipline are:

**a. Counseling**

The supervisor counsels the employee, generally following a minor offense in an effort to eliminate possible misunderstandings and to identify what constitutes acceptable conduct or performance. A memo documenting the counseling will be prepared by the supervisor and retained in the supervisor's file. Counseling may not be appealed by the employee.

**b. Oral Warning**

The supervisor issues an oral warning to an employee when poor performance or misconduct warrants a disciplinary action more severe than supervisory counseling. An oral warning will be memorialized in writing and retained in the supervisor's file. An oral warning may not be appealed by the employee.

**c. Written Warning**

A supervisor may discipline an employee by furnishing them with a written statement of the specific reasons for reprimand and a notice of the corrective action required. A written warning is designed to make sure that the employee is aware of the misconduct or performance problem, including the degree of seriousness, and the consequences if the problem is not corrected. Written warnings are signed by the employee to acknowledge receipt, and a copy of the warning will be retained in the employee's personnel file. The employee has the right to have a written response attached to the warning in their personnel file if the response is submitted to the Human Resources Department within 10 business days of the date the warning was received. Written warnings may not be appealed by the employee.

**d. Suspension**

A department director may suspend an employee from their position without pay for cause, generally for serious or ongoing offenses. Unless the employee poses an imminent danger to themselves or others, the department director must secure approval for the suspension from the Executive Director or the Director of Human Resources prior to imposing the suspension. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. A for-cause employee subject to suspension will receive prior written notice and appeal rights as described below.

**e. Demotion**

A department director may demote an employee from their position for cause, generally for serious or ongoing offenses. The Executive Director or Director of Human Resources must approve the demotion prior to imposition unless the employee poses

an imminent threat to themselves or others. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. A for-cause employee subject to demotion will be entitled to prior written notice and appeal rights as described below.

**f. Reduction in Pay**

A department director may reduce an employee's pay for cause, generally for serious or ongoing offenses. The Executive Director or Director of Human Resources must approve the reduction in pay prior to imposition unless the employee poses an imminent threat to themselves or others. A reduction in pay for disciplinary purposes may take one of two forms: (1) a decrease in salary to a lower step within the salary range, or (2) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. A for-cause employee subject to a reduction in pay is entitled to prior written notice and appeal rights as described below.

**g. Discharge**

A department director may discharge an employee from their position for cause. The Executive Director or Director of Human Resources must approve the discharge prior to imposition unless the employee poses an imminent threat to themselves or others. Termination can result from a single serious offense that violates AHA policy, such as, but not limited to, theft, fighting, or other acts of violence at work, or it can be the final step in a process designed to correct offenses or performance deficiencies.

Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A for-cause discharged employee is entitled to prior written notice and appeal rights as described below.

**5. Skelly Process – Pre-Disciplinary Procedure for Suspension, Demotion, Reduction in Pay, or Discharge**

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section.

**a. Notice of Intent to Discipline**

The employee will be provided with a written notice of intent to discipline in the event of a proposed suspension, demotion, reduction in pay or discharge. Such notice will contain:

- i. The level of discipline intended to be imposed;
- ii. The specific charges upon which the intended discipline is based;
- iii. A summary of the facts upon which the charges are based;
- iv. A copy of all written materials, reports, or documents upon which the intended discipline is based;

- v. Notice of the employee's right to respond to the department director regarding the charges within 5 calendar days from the date of the Notice, either by requesting a conference, or by providing a written response, or both;
- vi. Notice of the employee's right to have a representative of their choice at the conference, should they choose to respond orally; and
- vii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

**b. Employee's Response and the Skelly Conference**

- i. If the employee requests a conference to respond orally to the charge(s), the conference must be scheduled at least seven calendar days after the date of the Notice. The conference will be an informal meeting with the department director, at which the employee has an opportunity to rebut the charges against them and present any mitigating circumstances. The department director will consider the employee's presentation before determining any final disciplinary action. The Executive Director (or, in the Executive Director's absence, the Director of Human Resources) may designate, in their sole discretion, an independent hearing officer to conduct the Skelly Conference.
- ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to deliver their written response by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

**c. Final Notice of Discipline**

Within five calendar days of receipt of the employee's timely written response or within five calendar days of the informal conference, the department director will either (1) dismiss the notice of intent and take no disciplinary action against the employee, (2) modify the intended disciplinary action, or (3) impose the intended disciplinary action. In any event, the department director will prepare and provide the employee with a notice that contains the following:

- i. The level of discipline, if any, to be imposed and the effective date of the discipline;
- ii. The specific charges upon which the discipline is based;
- iii. A summary of the facts upon which the charges are based;
- iv. A copy of all written materials, reports, or documents upon which the discipline is based; and
- v. A statement of the nature of the employee's right to appeal.

**6. Evidentiary Appeal Pursuant to Grievance Procedure**

A regular, for-cause employee may appeal a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by delivering a request for appeal to the Executive Director, pursuant to the Grievance Procedure for Evidentiary Appeal of Discipline, below.

## **Grievance Procedure**

The Housing Authority has established the following grievance procedure that is available to all for cause regular employees:

- For-cause employees can use this procedure to address covered disciplinary actions. Oral and written warnings are not subject to appeal.
- All employees can use this procedure to address any other claimed violation of the personnel rules.

Failure by the grievant to comply with any of the time limits in this grievance procedure shall constitute an automatic waiver and/or withdrawal of the grievance. Failure by the Housing Authority to comply with any of the time limits in this grievance procedure shall entitle the employee to move their grievance to the next available step of this grievance procedure.

### **1. Procedure for Evidentiary Appeal of Discipline**

This subsection 1 applies to appeals of final notices of discipline only. A regular, for-cause employee may appeal a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by filing a written request for an appeal, which must be received by the Executive Director no later than seven calendar days from the date of the notice of final discipline.

The Executive Director will conduct an evidentiary hearing and issue written findings and a decision. The Executive Director may designate, in their sole discretion, an independent hearing officer to conduct the evidentiary hearing and render a written recommended decision. If the Executive Director conducts the hearing, their written decision shall be final administrative action. There is no process for reconsideration.

If the Executive Director was not the appeal hearing officer, they shall review the findings and recommendations of the designee who served as appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the Executive Director is the final administrative action. There is no process for reconsideration.

The Housing Authority will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. This includes mailing a copy directly to the employee. It shall be the responsibility of the employee to inform AHA of their address. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of Alameda.

### **2. Procedure to Grieve Non-Disciplinary Matters**

The following procedure applies to all grievances, other than appeals of final notices of discipline.

**a. Informal Step**

Before filing a formal written grievance, no more than seven calendar days following the act or omission giving rise to the grievance, or no later than seven calendar days following the date upon which the employee reasonably should have known of the act or omission, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. The supervisor shall respond to the employee's concerns within ten 10 calendar days following the informal conference.

**b. Step 1**

If the matter is not resolved at the informal step, no later than seven calendar days following the supervisor's response at the informal step, the grievant must present the grievance in writing to the immediate supervisor. The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the policy allegedly involved, and the specific remedy sought. The immediate supervisor shall communicate a written decision to the employee within seven calendar days after receiving the grievance.

**c. Step 2**

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision to the department director or their designee within seven calendar days. The department director or their designee shall communicate a decision within seven calendar days after receiving the appeal.

**d. Step 3**

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision to the Executive Director within seven calendar days. If necessary for due process considerations, the Executive Director may forward written appeals of discipline to an independent appeal officer, for review and consideration. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance. The Executive Director or designee shall communicate a decision within seven calendar days after receiving the appeal. The decision of the Executive Director is final. No decision or action may deny the legal right of any employee to seek recourse as may be allowed by law.

If the Executive Director, or the designated representative, determines that it is appropriate to do so, a grievance may be returned to a prior level for reconsideration.

**3. Additional Provisions**

Employees are encouraged to utilize this procedure without fear of reprisal. No employee will be discriminated or retaliated against because the employee has elected to use this procedure.



If an employee fails to initiate a grievance or request a review of any decision to the appropriate step within the time limits established in this policy, the grievance shall not be subject to further review.

This policy does not apply to claims involving alleged sexual or other forms of unlawful harassment, discrimination or retaliation. Such claims must be made pursuant to the Agency's Policy Against Discrimination, Harassment, and Retaliation; Complaint Procedure.

## **PART THIRTEEN: ENDING EMPLOYMENT**

### **VOLUNTARY TERMINATION OF EMPLOYMENT**

Employees who find it necessary to resign are requested to give advance notice in writing to their supervisor specifying the last day at work; this date will be considered the effective date of resignation. Full-time and regular part-time employees are expected to give at least 10 full business days advance notice of the effective date of resignation. Unless waived by the Executive Director these are workdays. This will be no less than 10 full AHA business days, and for management positions at the Director level and above, one full calendar month of notice is required. Once an employee has provided written notice of resignation, they will not be permitted to work remotely, unless they receive permission to do so in writing from the Executive Director. If AHA asks an employee who has voluntarily resigned to leave AHA employment before the end of the notice period (e.g., if a replacement is to begin immediately or services are not needed during the notice period), AHA may elect, but is not required, to pay the employee for the entire notice period, up to a maximum of the required notice period.

Employees who do not provide the requested notice will be considered ineligible for rehire and the date of resignation will be the last day of actual work. In the event of a notice period of less than the required notice period, the Executive Director (or designee) reserves the right to waive the provision that the date of resignation be the last day of actual work and may retain the employee through the entire notice period as business needs or conditions require. AHA reserves the right to end the employee's notice period early. The employee will be compensated through the last day of work specified in their written notice of resignation.

A resignation becomes final when the Executive Director or Director of Human Resources accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable. A resignation can be accepted by the Executive Director or Director of Human Resources even if it is submitted less than the required notice period prior to the planned resignation date.

### **SEPARATION DUE TO INCAPACITATION**

Separation due to incapacitation may be considered if reliable medical evidence indicates that an employee is substantially unable to perform their usual duties for the Housing Authority. When appropriate, the Housing Authority may apply for a disability retirement on behalf of the

employee. All applicable procedural due process requirements will be followed by the Housing Authority in processing a separation under this section.

#### **PAYROLL AND THE RETURN OF HOUSING AUTHORITY PROPERTY**

All employees separating from AHA will receive their final paycheck at the next regularly scheduled payroll date. Employees are required to turn over all keys, access cards, parking lot remotes, agency credit cards, passwords, documents, and any other AHA-furnished uniforms, tools and equipment to the Director of Human Resources before leaving on their last day of work. Employees must also remove all personal belongings from their workspace on or before their last day of work; employees will not be allowed to re-enter the office for this purpose after their last day of work without prior authorization from the department director. In the event that an employee is not able to retrieve their own belongings prior to the absence, resignation or termination date, AHA reserves the right to do so as well as to determine the manner in which personal belongings are returned to the employee.

#### **REDUCTION IN FORCE**

##### **Layoffs**

While the Housing Authority will endeavor to avoid layoffs, it may initiate a layoff or reduction in force (RIF) if it determines that such action is warranted based on economic circumstances, operational reasons or other factors that it deems important to Housing Authority operations, (e.g., significant changes in HUD regulations or requirements, loss of a grant or contract, or a change in business model, etc.). AHA reserves the right to determine when and whether it is necessary to implement a reduction in force, which employees would be affected, and the method of implementation. Generally, AHA shall give primary consideration to the needs, circumstances, and operational needs of AHA. The following terms and conditions are guidelines which AHA anticipates it will apply in the event of a RIF. Since AHA cannot foresee the future circumstances that may impact AHA funding and programs, it reserves the right to change the below terms and conditions at any time, at its sole discretion.

To reduce the potential need to eliminate position(s), the Housing Authority may take any or all of the following actions:

- Employees may be hired for temporary or fixed term positions, with the duration of the position dependent on the availability of funding. Employees hired for temporary positions are not eligible for separation or severance pay under this policy.
- The Housing Authority may reduce positions through attrition rather than lay-off, as long as a workforce can be maintained that supports the program and operational needs at the time.
- The Housing Authority may require all or a portion of employees to opt for the flex work week for a definite or indefinite period of time.
- The Housing Authority may require all or a portion of employees to go on furlough (i.e., work fewer hours per week or take a specified period of time off work without pay).
- The Housing Authority may reduce a position(s) from full-time to part-time dependent on program needs and availability of funding.

Should the need arise to eliminate positions, AHA shall determine if the RIF will occur on an agency-wide basis, or in one or more departments and/or classifications. Once AHA determines there is a need for layoffs and determines in which areas of the agency they will occur, layoffs will generally be made in the following order:

1. Temporary employees
2. Part-time employees
3. Full-time employees in their initial probationary period
4. Regular, full-time employees

Layoffs of regular, full-time employees will be based on seniority within a job title, except as otherwise provided. Seniority is defined as the length of continuous paid employment with the Housing Authority (and City of Alameda), calculated from the date of original hire, including the probationary period as a full-time employee. Time spent in leave without pay status is excluded, except as required by law.

So long as employees are in good standing, layoffs of employees will be based on seniority with the least senior employee being the first to be laid off. The Executive Director, may, however, elect a different order of layoff if:

- It can be demonstrated that an employee who would otherwise be subject to layoff possesses special skills, training, or abilities that are required by the Housing Authority; or
- A more senior employee's past job performance or disciplinary record justifies an alternative order for layoffs. Under this policy, an employee would be considered not to be in good standing if the employee: 1) received an overall rating of less than "meets expectations" on the most recent performance review conducted, 2) one or more written warnings were given to the employee in the 12 month period preceding the layoff, and/or 3) the employee has been on a Performance Improvement Plan and has not shown satisfactory improvement, even if the PIP is not concluded at the time of layoff. Additionally, a record of any discipline for serious misconduct for reasons other than performance would be justification for an alternate order of layoff, even if the conduct did not result in termination at the time of the event.

An employee subject to layoff may be allowed, in lieu of layoff, to demote to a lower paying classification previously held by the employee, if such position is vacant; employees have no right to "bump" another employee from such a position. The Executive Director has the discretion to make an exception to "bumping" for titles of non-exempt positions which include multiple levels, currently Housing Specialist and Maintenance Technician positions. Should an employee accept a position at a lower salary and level of responsibility, such employee will be required to reapply for any higher level positions that become available in the future.

Employees who are laid off, with the exception of temporary employees, will be provided either a minimum of 10 business days advance notice of the layoff or in-lieu-of-notice pay equal to two weeks' straight-time wages.

Insurance benefits, and continuation of such benefits, are subject to the same terms and conditions as any terminating employee.

### **Pre-Layoff Review**

An employee who has been noticed for layoff, and who has any questions or concerns about the layoff decision or process may make an appointment to be heard by the Executive Director for an informal pre-layoff review. The employee must request this meeting in writing within five business days from the date of the notice of layoff. The Executive Director's decision is final.

### **Re-employment**

Employees who are laid off or who are eligible to demote or transfer in lieu of layoff will have, for a period of one year, re-employment rights to future vacancies in the position previously held. The Housing Authority will maintain a preferred list with the names of the employees laid off in inverse order of layoff. Future vacancies in those affected positions will first be filled from the preferred list in inverse order of layoff, provided that the employee retained or rehired is capable of performing the work required, and did not have any disciplinary action imposed at a written warning or higher level in the six months prior to layoff. A former employee offered re-employment will have seven days to accept the offer. If a former employee does not accept re-employment within seven days, the next person on the list will be offered re-employment.

### **Re-hire**

Employees are ineligible for rehire if they fail to give proper notice of separation, to return agency equipment including keys, access badges and IT equipment, continual inability to complete agency or other government mandated reporting or training, and/or they have a documented history of poor performance and/or poor attendance.

### **EXIT INTERVIEWS**

Human Resources staff (or the Executive Director when HR personnel leave) will schedule an exit interview with each employee who voluntarily leaves the Housing Authority prior to the last day of work. These conversations allow employees to communicate their views on their work, agency operations, training needs, and the work environment, as well as provide the employee with an opportunity to discuss benefits and insurance. Although exit interviews are voluntary, employees are encouraged to participate in them and to speak frankly about their employment experience with the Housing Authority.



## ACKNOWLEDGEMENT OF RECEIPT

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### RECEIPT OF MANUAL

I have received a copy of the Housing Authority of the City of Alameda's Employee Policies and Procedures Handbook dated ~~May 21~~February 18, 2025~~2026~~. I understand that it contains important information on Housing Authority policies, as well as my privileges, rights, and responsibilities as an employee. I understand and agree that it is my responsibility to familiarize myself with and abide by these policies. I further understand that the Housing Authority may change, rescind or add to any policies, benefits, or practices described in the Handbook.

I have read and understand the Employee Policies and Procedures Handbook, and I understand that I am governed by its contents.

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Signature

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Date

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Print Name

## CHANGE LOG

Item	Date
Original adoption of Personnel Policy by Commission	4/18/2012
Adoption of expanded definition of family for Paid Sick Leave policy eff 1/1/15	12/17/2014
Adoption of resolution to make expanded definition of family retroactive to 7/1/14	1/21/2015
Adoption of changes to Paid Sick leave policy to comply with Healthy Workplace Healthy Family Act eff 7/1/15	6/17/2015
Adoption of change to Declaration of Work Period and Deferred Compensation (to reflect addition of Roth IRA) policies	7/22/2015
Adoption of changes to Holiday policy, including Floating Holidays eff 1/1/16	11/18/2015
Adoption of revised Discipline, Termination, and Grievance Procedure	8/17/2016
Revision to Personnel Policy including: <ol style="list-style-type: none"> <li>1. Revision of title and format, and reorganization of content</li> <li>2. Edits and rewording that did not change policy intent, but clarified or added to policy</li> <li>3. Addition of: <ol style="list-style-type: none"> <li>a. Complaint Procedure for Complaints of Denial of Reasonable Accommodation</li> <li>b. Changes in Employee Classifications</li> <li>c. Employment of Members of the Board of Commissioners</li> <li>d. Professional Development</li> <li>e. Definition of Eligibility (Benefits section)</li> <li>f. Paid Family Leave</li> <li>g. Social Security (to clarify that AHA does not participate)</li> <li>h. Floating Holiday (separated from Holiday policy)</li> <li>i. Review Your Paycheck</li> <li>j. Cell Phone Allowance</li> <li>k. Telecommuting</li> <li>l. Breastfeeding-Friendly Workplace</li> <li>m. Use of Facilities and Property</li> <li>n. Expense Reimbursement</li> <li>o. Scent Free Workplace</li> <li>p. Parking</li> <li>q. Use of Agency-Issued Cell Phones</li> <li>r. Use of Personal Cell Phones</li> <li>s. Internal Communications</li> <li>t. Open Door Policy</li> </ol> </li> <li>4. Deletion of: Employee Recognition Program</li> <li>5. Significant changes to:</li> </ol>	12/21/2016

<ul style="list-style-type: none"> <li>a. Outside employment, to clarify the procedures for approval and administration of employee requests</li> <li>b. Benefits policy, including clarification of Cafeteria Plan and active and retiree health benefits</li> <li>c. Vacation policy, to include a standard cap on accrual and a pay-out provision</li> <li>d. Sick leave, to ensure compliance with various laws regulating accrual and use of sick leave</li> <li>e. Jury Duty/Witness Leave, to limit length of service</li> <li>f. Bereavement and Funeral Leave, to institute an annual cap on leave provided under this policy</li> <li>g. Overtime policy, to reflect overtime based on a 40-hour workweek for all positions and use of paid leave does not count as hours worked</li> <li>h. Flexible Work Schedules, to clarify administrative procedures</li> <li>i. Reclassification Resulting in Wage Decrease (Y-Rate), to change policy with respect to application of COLA</li> <li>j. Bilingual Pay policy, to incorporate content from separate policy and clarify eligibility and administrative procedures</li> <li>k. Personnel files, with addition of procedures for access</li> <li>l. Workplace Conduct policy was streamlined</li> <li>m. Language and procedures in Discipline, Termination, and Grievance Procedures (previously adopted on 8/17/16)</li> <li>n. Reduction in Force/Layoff policy and procedures</li> </ul>	
Change to Part 8: On-Call and Emergency Call Compensation	2/15/2017
Change to Part 7: Timekeeping, to change exempt reporting increment to 2 hours	8/21/2019
Changes to Part 5: Vacation Policy, to change eligibility to use vacation to 3 months and clarify approval criteria; Part 8: On-Call and Emergency Call Compensation to change mileage criteria; and Part 10: Breastfeeding-Friendly Workplace to clarify administrative procedures	1/16/2020
Change to Part 5: Vacation, to provide for a temporary increase to the accrual cap	12/1/2020
Change to Part 5: Holidays, to add Juneteenth to AHA's observed holidays	6/24/2021
Change to Part 5: Vacation, to provide for a gradual return to the standard vacation cap	10/20/2021



Revision to Employee Policies and Procedures Handbook including general clarifying changes, and formatting. Primary changes included: <ul style="list-style-type: none"> <li>a. Deletion of Compensatory Time Off (CTO)</li> <li>b. Deletion of Cell Phone Allowance</li> <li>c. Deletion of Vacation Pay Out</li> <li>d. Addition of Probationary Status During Leaves</li> <li>e. Addition of Notary Public Stipend</li> <li>f. Addition of School Activities Leave</li> <li>g. Increase in the amount of the Education Assistance and Tuition Reimbursement, and changes to structure and amount of Bilingual Pay</li> <li>h. Changes to Dress Guidelines</li> <li>i. Multiple changes to Unpaid Leaves section to make current with regulations</li> </ul>	2/16/2022
Change to permanent vacation accrual cap	10/19/2022
Revision to Employee Policies and Procedures Handbook including general clarifying changes, incorporation of gender-neutral language and the addition of a Communications During Leave section to Unpaid Time Off and Leaves of Absence. Primary changes to make policies consistent with current regulations included: <ul style="list-style-type: none"> <li>a. Changes to Sick Time and Unpaid Leaves sections</li> <li>b. Changes to Bereavement and Funeral Leave sections</li> </ul>	1/11/2023
Workplace Relationships	4/18/2024
Vacation – Accrued Leave Pay Out	4/18/2024
Reproductive Loss Leave	4/18/2024
Health Care Provider’s Certification	4/18/2024
No-Remote Access for Non-Exempt Employees	4/18/2024
Re-hire	4/18/2024
Our Vision	5/21/2025
Our Mission	5/21/2025
Our Guiding Principles	5/21/2025
Real Estate and Broker’s License	5/21/2025
Reasonable Accommodation of Protected Disabilities	5/21/2025
At-Will Employment	5/21/2025
Employee Classifications	5/21/2025
Vacation Accrual	5/21/2025
Sick Accrual	5/21/2025
Health Care Provider’s Certification	5/21/2025
Family/Medical Leave under the Family and Medical Leave Act and the California Family Rights Act (“FMLA”/“CFRA”)	

Leave Rights and Accommodations for Victims of Qualifying Acts of Violence and Other Victims of Crime Leave	5/21/2025
Pregnancy Disability Leave ("PDL")	5/21/2025
School Activities Leave	5/21/2025
Workday and Work Week	5/21/2025
Review Your Paycheck	5/21/2025
Reclassification Resulting in Range Decrease (Y-Rate)	5/21/2025
Bilingual Pay	5/21/2025
Notary Public Stipend	5/21/2025
Acting Pay	5/21/2025
Telecommuting	5/21/2025
Breastfeeding-Friendly Workplace	5/21/2025
Dress Guidelines	5/21/2025
Use of Personal Cell Phones	5/21/2025
Social Media	5/21/2025
Personnel Files	5/21/2025
Policy Against Discrimination, Harassment, and Retaliation, Complaint Procedure	5/21/2025
Internal Complaint Procedure	5/21/2025
Retaliation is Prohibited	5/21/2025
Workplace Conduct	5/21/2025
Discipline, Termination, and Grievance Procedure	5/21/2025
Ending Employment	5/21/2025

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.*\_\_\_\_\_

ADOPT REVISIONS TO THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
EMPLOYEE POLICIES AND PROCEDURES HANDBOOK

**WHEREAS**, the Housing Authority of the City of Alameda Board of Commissioners adopted the Housing Authority of the City of Alameda Personnel Policies 4/12/2012; and

**WHEREAS**, the Housing Authority of the City of Alameda renamed and revamped the polices on 12/ 21/2016 to the Employee Policies and Procedures Handbook; and

**WHEREAS**, Liebert Cassidy Whitmore completed a thorough review of the Housing Authority of the City of Alameda Employee Policies and Procedures Handbook to ensure legal compliance at both the state and federal levels on 11/4/2014; revised 1/8/2017, 1/11/2023; 4/18/2024; 5/16/2024; and 5/21/2025; and

**WHEREAS**, Liebert Cassidy Whitmore completed a thorough review of the proposed revisions to the Housing Authority of the City of Alameda Employee Policies and Procedures Handbook for legal compliance of the policies at both the state and federal levels;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Alameda hereby approves and adopts the revisions to the Employee Policies and Procedures Handbook revision 2/18/2026, with an effective date of 2/19/2026.

ATTEST:

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

\_\_\_\_\_  
Vanessa M. Cooper  
Secretary

Adopted: \_\_\_\_\_

# **AHA's revised Employee Policies and Procedures Handbook**

February 18, 2026

Alicia Southern, Director of Human Resources

# Background

- The AHA continuously makes various changes, as triggered by law or policy to the Employee Policies and Procedures Handbook (“Employee Handbook”).
- The changes have been reviewed by legal counsel and approved annually by the Board.

# Discussion

- The Employee Handbook has been reviewed by Liebert Cassidy Whitmore for compliance with state and federal laws.
- AHA staff have been provided a copy to review before the Board meeting and have been invited to several optional meetings to provide feedback.

# Discussion (cont.)

- Changes made for aligning with current processes or providing clarification, editing, and/or formatting purposes:
- Correcting punctuation
- Agency goals and objectives
- Reasonable accommodation of protected disabilities
- At-will employment
- Vacation leave and accruals
- Leave accruals
- Exempt employees
- Acting pay
- Voluntary termination



# Discussion (cont.)

- Main changes to policy are described below:
  - Separation of a probationary employee
  - Employment of a public official
  - Personnel files
  - Policy against discrimination, harassment, and retaliation, complaint procedure

# Recommendation

- Adopt a Resolution to revise the Housing Authority's Employee Policies and Procedures Handbook, effective February 19, 2026.

# Questions?



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources

Date: February 18, 2026

Re: Adopt a resolution approving a revised Schedule of Authorized Positions effective immediately and Pay Schedule effective February 19, 2025 and extend the Board approved flexibility in hiring authority for the Executive Director to March 1, 2027.

---

### **BACKGROUND**

The AHA presents a proposed Schedule of Authorized Positions and Pay Schedule to the Board of Commissioners with the proposed budget each year, as part of the budgeting process, for the upcoming fiscal year.

March 17, 2025 the AHA brought a 12 month plan for hiring flexibility through March 2026, which the Board approved.

### **DISCUSSION**

#### **The Schedule of Authorized Positions**

The proposed Schedule of Authorized Positions includes 56 FTEs; the current year's schedule included in this year's budget included a net of 54 FTEs. The primary changes proposed for the upcoming year include the following added positions:

- Adding a Procurement and Administrative Services Manager in the Administration and Services or Executive Departments.
- Adding a Senior Management Analyst in the Administration and Services or Executive Departments.
- Retitling of the Community Relations Manager position to Community Programs and Communications Manager, to better reflect the job duties.
- Underfilling of current positions: to allow for budgeting flexibility the AHA is underfilling existing higher level vacancies at a lower level, including Human Resources Manager.

Please note that if the Procurement and Administrative Services Manager or Senior Management Analyst are filled internally, then other positions may not be filled,



depending on need.

No changes are proposed to staffing for the Data and Policy, Human Resources, Finance, Housing Programs, Property Operations or Housing Development departments.

### The Pay Schedule

The Pay Schedule has also been adjusted to reflect these changes. It is noted that the Pay Schedule could be brought back to the Board for consideration of a Cost of Living Adjustment (COLA); this generally occurs in August around the same time as benefits contributions are reviewed. Primary changes to the Pay Schedule include:

- Retitling the Community Relations Manager position to Community Programs and Communications Manager. Moving this position from range 45 to range 46 to provide more operational flexibility.
- Adding a Procurement and Administration Manager position at range 45.
- Adding the Data and Policy Specialist I at range 19. This position was approved with the FY2025-26 annual budget. It was previously underfilled as a Program Assistant and is now filled through an internal promotion.
- While these recruitments are conducted and to address some current management vacancies, senior management expects to make one or more interim appointments and/or salary changes within the pay ranges. This will be all the assignment of additional duties and provide temporary promotional opportunities to existing staff.

### Flexibility in Hiring

The AHA has made considerable progress in filling vacancies. However, there remains a number of key positions that need filling in the next few months to reduce the burden on existing staff, to be ready for upcoming projects, and for flexibility with the programmatic uncertainty. Extending the following authority for the Executive Director for a further 12 months to March 1 2027 should allow for offers to be made quickly and appropriately and for service to our participants to be minimally affected:

- Flexibility in hiring levels: Where there are two levels of the same position (e.g., Housing Specialist I/II or Management Analyst/Senior Management Analyst) the Executive Director may hire such positions, dependent on qualifications, at either level, so long as the overall staffing budget is not exceeded. The Executive Director may also hire a candidate for any open exempt position that is no higher than the pay range as the listed position for which the candidate applied. For example, a Risk Control Manager candidate could also be hired as a Senior Management Analyst or as a Management Analyst. Any changes that would exceed the budget would be brought to the next Board meeting for prior approval. Otherwise, changes will be provided to the Board in the next routine

update of the Pay Range schedule.

- Flexibility in position title: The Executive Director may make minor changes to the name of the position, provided it does not materially change the position itself or the relative position within the agency and still falls within the latest overall salary compensation study. Any changes would be brought to the next Board meeting, after hire, for ratification.
- Flexibility in Department/Supervisor: The Executive Director may alter the department where a specific position is situated/supervised, provided it does not materially change the position or exceed the agency's budget. Any changes would be brought to the next Board meeting, after hire, for ratification. Flexibility in advertising: In the event of an urgent staffing need, the Executive Director may advertise a proposed position up to 30 days before the expected Board approval. The advertisement will note that this is subject to Board approval. The position may not be filled (i.e. offer made) until the Board approves the position. In the event that the Board does not approve the additional position, candidates may be considered for other current and future openings.

### **FISCAL IMPACT**

The current approved budget for 2025-26 can absorb these changes primarily due to under staffing. The 2026-2027 FY budget is in the process of being prepared for presentation in the upcoming months. More analysis of the budget, including salaries and benefits, will be presented with the full budget.

### **CEQA**

Not applicable to this item.

### **RECOMMENDATION**

Adopt a resolution approving a revised Schedule of Authorized Positions effective immediately and Pay Schedule effective February 19, 2025 and extend the Board approved flexibility in hiring authority for the Executive Director to March 1, 2027.

### **ATTACHMENTS**

1. DRAFT-HR Pay Schedule\_02-18-2026
2. Schedule of Authorized Positions FY 2025-2026 Revised 02-18-2026 Draft
3. Reso Amend Pay Schedule and Schedule of Authorized Positions 02-2026
4. BOC Flex Hiring and Schedule of Authorized Positions 2-18-2026

Respectfully submitted,



Alicia Southern, Director of Human Resources

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**  
**SALARY SCHEDULE FY 2025-2026**  
**Effective August 24, 2025**

Position Title	Salary Range	FLSA	HOURLY RATE				
			Step 1	Step 2	Step 3	Step 4	Step 5
Housing Assistant	10	NE	\$ 33.99	\$ 35.69	\$ 37.47	\$ 39.35	\$ 41.31
Program Assistant	15	NE	\$ 38.41	\$ 40.33	\$ 42.34	\$ 44.47	\$ 46.69
Facilities and Maintenance Technician I	16	NE	\$ 39.35	\$ 41.31	\$ 43.38	\$ 45.55	\$ 47.82
Housing Specialist I	19	NE	\$ 42.34	\$ 44.47	\$ 46.69	\$ 49.02	\$ 51.48
Accounting Specialist I	19	NE	\$ 42.34	\$ 44.47	\$ 46.69	\$ 49.02	\$ 51.48
<b>Data and Policy Specialist I</b>	<b>19</b>	<b>NE</b>	<b>\$ 42.34</b>	<b>\$ 44.47</b>	<b>\$ 46.69</b>	<b>\$ 49.02</b>	<b>\$ 51.48</b>
Property Operations Specialist I	19	NE	\$ 42.34	\$ 44.47	\$ 46.69	\$ 49.02	\$ 51.48
Facilities and Maintenance Technician II	22	NE	\$ 45.55	\$ 47.82	\$ 50.22	\$ 52.73	\$ 55.37
Accounting Specialist II	23	NE	\$ 46.69	\$ 49.02	\$ 51.48	\$ 54.04	\$ 56.75
Asset Management Specialist	23	NE	\$ 46.69	\$ 49.02	\$ 51.48	\$ 54.04	\$ 56.75
Housing Development Specialist	23	NE	\$ 46.69	\$ 49.02	\$ 51.48	\$ 54.04	\$ 56.75
Housing Specialist II	23	NE	\$ 46.69	\$ 49.02	\$ 51.48	\$ 54.04	\$ 56.75
Executive Assistant	26	NE	\$ 50.22	\$ 52.73	\$ 55.37	\$ 58.14	\$ 61.05
Housing Specialist III	27	NE	\$ 51.48	\$ 54.04	\$ 56.75	\$ 59.59	\$ 62.57

Intern	N/A	NE	\$ 22.33	\$ 25.38
Fellow	N/A	NE	\$ 25.38	\$ 30.45

Position Title	Salary Range	FLSA	MONTHLY SALARY				
			Step 1	Step 2	Step 3	Step 4	Step 5
Associate Asset Manager	31	E	\$ 9,221.61	\$ 9,682.76	\$ 10,167.19	\$ 10,674.90	\$ 11,208.79
Associate Project Manager	31	E	\$ 9,221.61	\$ 9,682.76	\$ 10,167.19	\$ 10,674.90	\$ 11,208.79
Accounting Officer	33	E	\$ 9,682.76	\$ 10,167.19	\$ 10,674.90	\$ 11,208.79	\$ 11,770.32
Development Accounting Officer	33	E	\$ 9,682.76	\$ 10,167.19	\$ 10,674.90	\$ 11,208.79	\$ 11,770.32
Housing Programs Supervisor	33	E	\$ 9,682.76	\$ 10,167.19	\$ 10,674.90	\$ 11,208.79	\$ 11,770.32
Management Analyst	33	E	\$ 9,682.76	\$ 10,167.19	\$ 10,674.90	\$ 11,208.79	\$ 11,770.32
Property Management Supervisor	33	E	\$ 9,682.76	\$ 10,167.19	\$ 10,674.90	\$ 11,208.79	\$ 11,770.32
Senior Executive Assistant	33	E	\$ 9,682.76	\$ 10,167.19	\$ 10,674.90	\$ 11,208.79	\$ 11,770.32
Property Management Supervisor	33	E	\$ 9,682.76	\$ 10,167.19	\$ 10,674.90	\$ 11,208.79	\$ 11,770.32
Asset Manager	36	E	\$ 10,414.50	\$ 10,935.30	\$ 11,482.28	\$ 12,056.90	\$ 12,659.17
Construction Project Manager	36	E	\$ 10,414.50	\$ 10,935.30	\$ 11,482.28	\$ 12,056.90	\$ 12,659.17
Project Manager	36	E	\$ 10,414.50	\$ 10,935.30	\$ 11,482.28	\$ 12,056.90	\$ 12,659.17
Human Resources Manager	45	E	\$ 12,976.30	\$ 13,625.11	\$ 14,305.93	\$ 15,021.67	\$ 15,772.31
<b>Procurement &amp; Administrative Services Manager</b>	<b>45</b>	<b>E</b>	<b>\$ 12,976.30</b>	<b>\$ 13,625.11</b>	<b>\$ 14,305.93</b>	<b>\$ 15,021.67</b>	<b>\$ 15,772.31</b>
Senior Asset Manager	45	E	\$ 12,976.30	\$ 13,625.11	\$ 14,305.93	\$ 15,021.67	\$ 15,772.31
Senior Construction Project Manager	45	E	\$ 12,976.30	\$ 13,625.11	\$ 14,305.93	\$ 15,021.67	\$ 15,772.31
Senior Management Analyst	45	E	\$ 12,976.30	\$ 13,625.11	\$ 14,305.93	\$ 15,021.67	\$ 15,772.31
Senior Project Manager	45	E	\$ 12,976.30	\$ 13,625.11	\$ 14,305.93	\$ 15,021.67	\$ 15,772.31
Assistant Director of Administrative Services	46	E	\$ 13,291.98	\$ 13,956.80	\$ 14,655.07	\$ 15,388.26	\$ 16,157.82
Assistant Director of Finance	46	E	\$ 13,291.98	\$ 13,956.80	\$ 14,655.07	\$ 15,388.26	\$ 16,157.82
Assistant Director of Housing Development	46	E	\$ 13,291.98	\$ 13,956.80	\$ 14,655.07	\$ 15,388.26	\$ 16,157.82
Assistant Director of Housing Programs	46	E	\$ 13,291.98	\$ 13,956.80	\$ 14,655.07	\$ 15,388.26	\$ 16,157.82
Assistant Director of Property Operations	46	E	\$ 13,291.98	\$ 13,956.80	\$ 14,655.07	\$ 15,388.26	\$ 16,157.82
Community <b>Programs and Communications Relations</b> Manager	<b>46</b>	<b>E</b>	<b>\$ 13,291.98</b>	<b>\$ 13,956.80</b>	<b>\$ 14,655.07</b>	<b>\$ 15,388.26</b>	<b>\$ 16,157.82</b>
Principal Management Analyst	49	E	\$ 14,305.93	\$ 15,021.67	\$ 15,772.31	\$ 16,560.78	\$ 17,389.99
Director of Administration and Services	56	E	\$ 16,965.20	\$ 17,813.32	\$ 18,703.62	\$ 19,639.02	\$ 20,620.97
Director of Human Resources	56	E	\$ 16,965.20	\$ 17,813.32	\$ 18,703.62	\$ 19,639.02	\$ 20,620.97
Director of Property Operations	56	E	\$ 16,965.20	\$ 17,813.32	\$ 18,703.62	\$ 19,639.02	\$ 20,620.97
Director of Data and Policy	56	E	\$ 16,965.20	\$ 17,813.32	\$ 18,703.62	\$ 19,639.02	\$ 20,620.97
Director of Housing Programs	60	E	\$ 18,703.62	\$ 19,639.02	\$ 20,620.97	\$ 21,652.38	\$ 22,734.71
Director of Housing Development	60	E	\$ 18,703.62	\$ 19,639.02	\$ 20,620.97	\$ 21,652.38	\$ 22,734.71
Director of Finance/Chief Financial Officer	60	E	\$ 18,703.62	\$ 19,639.02	\$ 20,620.97	\$ 21,652.38	\$ 22,734.71
Senior Programs Director	60	E	\$ 18,703.62	\$ 19,639.02	\$ 20,620.97	\$ 21,652.38	\$ 22,734.71
Deputy Executive Director	65	E	\$ 21,136.26	\$ 22,193.07	\$ 23,302.73	\$ 24,467.86	\$ 25,691.25
Executive Director**	N/A	E	\$ 30,759.58	\$ 32,378.50			

\*\*Salary authorized by Board of Commissioners per Employment Agreement

Standard work period is 75 hours per payperiod. Daily work schedules are established by the Executive Director (or designee) and may include a compressed schedule.

E = Exempt; NE = Non-Exempt



**Housing Authority of the City of Alameda**  
**Fiscal Year 2025-2026 Schedule of Authorized Positions**

	2024-2025 approved	Proposed change	Year on Year
Department/Position Title	FTE 2024-2025	FTE 2025 - 2026	Difference
<b>Executive Department</b>			
Executive Director	1.00	1.00	
Deputy Executive Director/Chief Administrative Officer	1.00	1.00	
Senior Executive Assistant	1.00	1.00	
Management Analyst (See Note B)	1.00	1.00	
Sub-Total	4.00	4.00	0.00
<b>Administration and Services Department</b>			
Director of Administration and Services	1.00	1.00	
Assistant Director of Administrative Services	1.00	1.00	
Community <del>Programs and Communications Relations</del> Manager	1.00	1.00	
<b>Procurement and Administrative Services Manager (See Note B)</b>	0.00	1.00	
<b>Senior Management Analyst (See Note B)</b>	0.00	1.00	
Management Analyst	2.00	2.00	
Facilities and Maintenance Technician I & II (See Note A)	1.00	1.00	
Program Assistant	2.00	2.00	
Sub-Total	8.00	10.00	2.00
<b>Data and Policy Department</b>			
Senior Program Director	1.00	1.00	
Senior Management Analyst (See Note B)	1.00	1.00	
Management Analyst (Data and Policy)	4.00	4.00	
Data and Policy Specialist I	1.00	1.00	
Sub-Total	7.00	7.00	0.00
<b>Human Resources Department</b>			
Director of Human Resources	1.00	1.00	
Human Resources Manager <b>(See Note B)</b>	1.00	1.00	
Program Assistant	1.00	1.00	
Sub-total	3.00	3.00	0.00
<b>Finance Department</b>			
Director of Finance/Chief Financial Officer	1.00	1.00	
Assistant Director of Finance/Controller	1.00	1.00	
Development Accounting Officer	1.00	1.00	
Accounting Officer (See Note B)	1.00	1.00	
Accounting Specialist I & II (See Note A)	3.00	3.00	
Sub-total	7.00	7.00	0.00
<b>Housing Programs Department</b>			
Director of Housing Programs <b>(See Note B)</b>	1.00	1.00	
Assistant Director of Housing Programs (See Note B)	1.00	1.00	
Housing Specialist III	1.00	1.00	
Housing Specialist I & II (See Note A)	5.00	5.00	
Program Assistant	1.00	1.00	
Sub-total	9.00	9.00	0.00
<b>Property Operations Department (with Asset Management)</b>			
Director of Property Operations	1.00	1.00	
Assistant Director of Property Operations (See Note B)	1.00	1.00	
Asset Manager (See Note B)	1.00	1.00	
Property Management Supervisor	1.00	1.00	
Management Analyst (Property Operations)	1.00	1.00	
Management Analyst (Asset Management) (See Note B)	1.00	1.00	
Property Operations Specialist I	1.00	1.00	
Program Assistant	1.00	1.00	
Sub-total	8.00	8.00	0.00
<b>Housing Development Department</b>			
Director of Housing Development	1.00	1.00	
Senior Project Manager (See note B)	1.00	1.00	
Senior Construction Project Manager (See note B)	1.00	1.00	
Project Manager (See note B)	1.00	1.00	
Construction Project Manager	1.00	1.00	
Associate Project Manager	1.00	1.00	
Housing Development Specialist	2.00	2.00	
Sub-total	8.00	8.00	0.00
<b>Total</b>	54.00	56.00	2.00

**Additional Comments**

Note A: Positions at the I and II levels are combined as a total count to allow for flexibility in staffing.

Note B: Position may be renamed or filled at a lower level

Note C: If position is filled with an internal candidate, the vacant position may not be backfilled.

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

Note E: BOC Flexible in Hiring through March 2026 in: flexibility in hiring levels, flexibility in position title, flexibility in Department/Supervisor, and flexibility in advertising.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No. \_\_\_\_\_*

ADOPT THE REVISED SCHEDULE OF AUTHORIZED POSITIONS AND PAY  
SCHEDULE FOR FISCAL YEAR 2025-2026

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that effective immediately, the Housing Authority of the City of Alameda will adopt the revised Schedule of Authorized Positions for Fiscal Year 2025-2026 effective immediately, and Pay Schedule effective February 19, 2026 for Fiscal Year 2025-2026 and extend the Board approved flexibility in hiring authority for the Executive Director to March 1, 2027.

ATTEST:

\_\_\_\_\_  
Vanessa M. Cooper  
Secretary

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

Adopted: \_\_\_\_\_

# **Schedule of Authorized Positions, Pay Schedule and flexibility in hiring**

February 18, 2026

Alicia Southern, Director of Human Resources

# Background

- The AHA presents a proposed Schedule of Authorized Positions and Pay Schedule to the Board of Commissioners with the proposed budget each year.
- March 17, 2025 the Board approved a 12 month plan for hiring flexibility through March 2026.

# Discussion

The proposed Schedule of Authorized Positions includes 55 FTEs. The primary changes include the following added positions:

- Adding a Procurement and Administrative Services Manager
- Adding a Senior Management Analyst
- Retitling of the Community Relations Manager position to Community Programs and Communications Manager, to better reflect the job duties.
- Underfilling of current existing higher level position vacancies at a lower level, including Human Resources Manager.

# Discussion (cont.)

The Pay Schedule has also been adjusted to reflect these changes. Primary changes to the Pay Schedule include:

- Adding a Procurement and Administrative Services Manager at range 45
- Retitling of the Community Relations Manager position to Community Programs and Communications Manager and moving position from range 45 to 46.
- Adding the Data and Policy Specialist I at range 19.

# Discussion (cont.)

- The extending the following authority for the Executive Director for a further 12 months to March 1, 2027.
  - Flexibility in hiring levels
  - Flexibility in position title
  - Flexibility in Dept/Supervisor
  - Flexibility in advertising
- Staff will return if there is need for more flexibility or changes

# Recommendation

Approve a revised Schedule of Authorized Positions effective immediately and Pay Schedule effective February 19, 2025 and extend the Board approved flexibility in hiring authority for the Executive Director to March 1, 2027



# Questions



Housing Authority  
of the  
City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: February 18, 2026

Re: Approve 2026 Out-of-State conference attendance and travel for Staff and Commissioners.

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### **BACKGROUND**

It has been the Housing Authority of the City of Alameda's (AHA) practice that out-of-state travel be approved by the Board of Commissioners.

### **DISCUSSION**

Attached is the proposal for out-of-state travel for 2026 for AHA Staff and/or Commissioners. As of the date of this meeting, no Commissioners have requested out-of-state travel for 2026.

A full list of the requests is attached.

### **FISCAL IMPACT**

The costs incurred by AHA will be for air, hotel, and per diem. No change in the FY25-26 budget for travel and training is expected, and additional funds will be budgeted for FY26-27.

### **CEQA**

N/A

### **RECOMMENDATION**

Approve of 2026 Out-of-State conference attendance and travel for Staff and Commissioners.

### **ATTACHMENTS**

1. Item 7.F - 2026 Out of State Travel Table - Attachment

Respectfully submitted,



*Vanessa Cooper*

Vanessa Cooper, Executive Director

## 2026 Out-of-State Conference and Travel for Staff and Commissioners

Conferences & Meetings with Out-of-State Travel	Location	Period	Number to Attend
Laserfiche	Las Vegas, NV	April 27 - 30, 2026	1
MTW Conference (already approved)	Washington, D.C.	April 8 - 10, 2026	3
PHADA Annual Convention & Exhibition	Chicago, IL	3 days/June 10-13	1
CHAM Conference	Denver, CO	June 15 - 17, 2026	1
NAHRO - National Conference & Exhibition	Denver, CO	October 15 - 17, 2026	2
CalGovHR	Las Vegas, NV	September 23 - 25, 2026	1
Novogradac Low-Income Housing Tax Credit Finance Conference	Las Vegas, NV	December 3 - 4, 2026	2

To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: February 18, 2026

Re: Approve the 2025-2026 Goals for the Executive Director and  
Approve a Minor Change to the Employment Contract between the  
Executive Director and the Housing Authority of the City of  
Alameda.

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**BACKGROUND**

The evaluation process for the Executive Director was held on November 19, 2025.

Goals and compensation are set annually with input from the Board and the Executive Director. No increase to the Executive Director's pay rate is being requested at this time.

**DISCUSSION**

The Board is asked to approve the below listed 2025-2026 goals for the Executive Director:

1. Executive: Strengthen Board administration. Review internal processes and procedures for all departments.
2. Housing Development: Stabilization and conversion of Estuary I and Linnet Corner. Complete extensive planned CIP work on existing portfolio. Move The Popular predevelopment work forward.
3. Property Operations: Rebid the Property Management contract or renegotiate terms with FPI.
4. Housing Programs: Continue QC and process improvements. Hire a second Assistant Director and/or Director. Address federal funding and policy changes as they arise.
5. Asset Management: Complete the Parrot/Eagle refinance by April. Recoup past property taxes from the Tax Collector that are now available under AB1528.
6. Customer service: Ensure continued effort to improve customer service. Continue to manage complex cases and complaints closely, including utilizing the Ombudsman service.
7. City relationship: Prioritize the City relationship for 2026 as there will be a new



City Manager and a new Mayor.

The Board is also asked to approve the following change to AHA's Employment Contract with the Executive Director:

1. Revise the contract amendment approved in the December 2023 Board Meeting to extend the deadline by which the prior approved sabbatical can start to June 30, 2027. The Executive Director will provide 30 days written notice to the Board of the final dates along with a request to approve the plan for covering the Executive Director's role and responsibilities during that time.

In December 2023 the Board approved a paid 16-week sabbatical to be redeemed between September 1, 2024 and June 30, 2025. The Executive Director was unable to take the sabbatical due to the completion of construction at the two North Housing sites and other unplanned activities, such as the last-minute change of service provider for the new buildings. In addition, there were several unplanned absences and vacancies at the senior management level during that time. The deadline was extended further in January 2025 to June 30, 2026.

Preparation for any planned or unplanned absence by the Executive Director, and succession planning, if needed, has been a focus since 2024 and is ongoing. An emergency cover plan and signature policy was approved and put in place in March 2024 for any unplanned absences of the Executive Director. Training of the senior management team occurred in 2025 with various directors taking a role in acting as Executive Director during brief planned absences and rotating opportunities leading the Board meetings. In addition, individuals have been assigned as "back-up" for key systems and meetings led by the Executive Director and staff have been focusing on written Standard Operating Procedures.

#### **FISCAL IMPACT**

Funding is covered by the 2025-2026 budget and will be built into the 2026-2027 budget as needed.

#### **CEQA**

N/A

#### **RECOMMENDATION**

Approve the 2025-2026 Goals for the Executive Director and Approve a Minor Change to the Employment Contract between the Executive Director and the Housing Authority of the City of Alameda.

#### **ATTACHMENTS**

None

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Vanessa Cooper".

Vanessa Cooper, Executive Director