



## ISLAND CITY DEVELOPMENT AGENDA

### **AGENDA**

### **DATE & TIME**

### **SPECIAL MEETING OF ISLAND CITY DEVELOPMENT**

**Wednesday, August 16, 2023 - 7:02 PM**

### **LOCATION**

In-person at Independence Plaza and via Zoom  
703 Atlantic Avenue  
Alameda, CA

### **PUBLIC PARTICIPATION**

**JOIN ZOOM MEETING:**

**[HTTPS://US06WEB.ZOOM.US/J/88946959564?PWD=OVJPYUCYA05ROEFTZEI2AENNA24VUT09](https://us06web.zoom.us/j/88946959564?pwd=OVJPYUCYA05ROEFTZEI2AENNA24VUT09)**

**MEETING ID: 889 4695 9564**

**PASSCODE: 067149**

**1-669-444-9171, 88946959564#, \*067149# US**

**1-253-215-8782, 88946959564#, \*067149# US (TACOMA)**

**FIND YOUR LOCAL NUMBER: [HTTPS://US06WEB.ZOOM.US/U/KBHPYKQ4VB](https://us06web.zoom.us/j/88946959564?pwd=OVJPYUCYA05ROEFTZEI2AENNA24VUT09)**

1. CALL TO ORDER & ROLL CALL
2. AB2449 COMPLIANCE - The Chair will confirm that there are 2 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 Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Directors 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 Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

3. PUBLIC COMMENT (Non-Agenda)
4. CONSENT CALENDAR (Action)
  - A. Approve the minutes of the ICD Regular Meeting on July 19, 2023
  - B. Accept the Monthly Development Report for Rosefield Village.
  - C. Accept Monthly Report on Poppy Place (formerly Hawthorne Suites Hotel).
  - D. Accept the Monthly Development Report for The Poplar (2615 Eagle Avenue).
  - E. Accept the Monthly Development Report for The Estuary I (North Housing PSH I).
  - F. Accept the Monthly Development Report for Linnet Corner (North Housing Senior Apartments).
  - G. Accept the Quarterly Development Report for The Estuary II (North Housing PSH II).
  - H. Authorize the President or Designee to negotiate and sign a contract with Aleshire & Wynder, LLP for special counsel services in an amount not to exceed \$150,000 on an as-needed basis.
  - I. Accept the Update and Approve use of CELP Cash Flow and short term AHA funding up to \$1,000,000 to close the Conversion.
5. NEW BUSINESS
  - A. Accept a Predevelopment Loan to Island City Development for the Linnet Corner and Estuary I and Authorize the President or Designee to Negotiate and Execute the Loan Documents.
  - B. Hold a Discussion and Provide Guidance to Staff Regarding Operating and Services Budgets for Estuary I and II.
6. NON-AGENDA (Public Comment)
7. WRITTEN COMMUNICATIONS
8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
9. ADJOURNMENT

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NOTES:



- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Sarah Raskin at (510) 747-4360 (TTY/TRS: 711) or [sraskin@alamedahsg.org](mailto:sraskin@alamedahsg.org). Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.
- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- 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 Directors exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist Island City Development'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 Island City Development accommodate these individuals.

**IF YOU WISH TO ADDRESS THE BOARD:**

- Anyone wishing to address the Board on agenda items or business introduced by Board members may speak for a maximum of three (3) minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Board President. Upon recognition by the President, approach the rostrum and state your name.
- Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
- Applause and demonstrations are prohibited during Board meetings.





## Minutes – Draft until Approved

Island City Development

Regular Meeting, July 19, 2023

In person at Independence Plaza Community Room,  
703 Atlantic Avenue, Alameda Ca 94501, and  
Teleconference via Zoom

### 1. CALL TO ORDER & ROLL CALL

*Director Grob called the meeting to order at 8:38 PM. The following Board members were present: Director Janet Basta, Director Carly Grob; Director Vanessa Cooper absent; quorum established. Staff in attendance: Sylvia Martinez, Tony Weng, Jocelyn Layte, Sarah Raskin, Paris Howze, Jenny Wong, Stephen Zhou, Tonya Schuler- Cummins, Richard Yoshida, Greg Kats, and Jasmine Polar*

2. AB2449 COMPLIANCE - The Chair will confirm that there are 2 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 Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Directors 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 Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

*Director Grob, Chair of the meeting confirmed that directors were present at the physical location of the meeting, therefore AB 2449 compliance was established.*

### 3. PUBLIC COMMENT (Non-Agenda) **NONE**

### 4. CONSENT CALENDAR (Action)

- A. Approve the minutes of the ICD Special Meeting on May 17, 2023
- B. Approve the Seventh Amendment to the Consultant Services Agreement dated 4/15/15 between Island City Development and the Housing Authority of the City of Alameda.
- C. Approve a 2.5-year agreement with Life Skills Training and Education Programs, Inc ("LifeSTEPS") in the amount of \$125,000 from Poppy Place Operations
- D. Update on North Housing Master Plan Internal Loan and Adopt



Resolution for an internal MTW Loan for \$1.2 million for the North Housing Master Plan.

- E. Accept the Monthly Development Report for Rosefield Village.
- F. Accept Update on Poppy Place and Authorize the Executive Director to Negotiate and Execute the Second Amendment to the Purchase and Sale Agreement at 1628 Webster.

*No Comments. Director Grob motioned to accept consent calendar items 5A – 5H, Director Basta seconded. A call for all in favor, the motion passed unanimously.*

## 5. NEW BUSINESS

- A. Executive Director to Appoint the new ICD board member with effective start date of August 1, 2023, for a two-year term.

*Staff S. Martinez, on behalf of the Executive Director, thanked Director Basta for her years of service on the Board. Staff S. Martinez then informed the Board of Directors that per Island City Development Bylaws the Executive Director of AHA has appointed Greg Kats as the replacement of Director Basta. Staff S. Martinez expressed that Greg's expertise in Permanent Supportive Housing will be a valuable addition to the Board. His term will begin August 1<sup>st</sup>, 2023, and term to August 1<sup>st</sup>, 2025. Item 5A was a non-action item and no vote was needed.*

- B. Authorize President to Negotiate and Execute a Contract Not to Exceed \$192,985 with Garavaglia Architecture, Inc.

*No Comments. Director Grob motioned to accept item 5B, Director Basta seconded. A call for all in favor, the motion passed unanimously.*

- 6. NON-AGENDA (Public Comment) **NONE**
- 7. WRITTEN COMMUNICATIONS **NONE**
- 8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF **NONE**
- 9. ADJOURNMENT

*Director Grob Adjourned the meeting at 8:41PM.*



**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: August 16, 2023

Re: Accept the Monthly Development Report for Rosefield Village.

**BACKGROUND**

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

The Rosefield Village project includes new construction of 78 units and renovation of 14 units, totaling 92 units, located on the 700 block of Buena Vista Avenue. ICD is the developer. The overall project scope included both the rehabilitation of existing structures and the construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry facilities, property management offices, social service coordination offices, a community room, and a central courtyard with recreation areas. Twelve existing units, in five buildings, on the east and west sides of the new building were renovated, and one house was converted into a duplex. Please see previous monthly Board Reports for project details prior to this month's update.

**DISCUSSION**

The project received its construction completion and Certificate of Occupancy in August 2022. In July, staff was able to get final approval on all compliance issues with the County of Alameda funding, and received its final retention payment. In July 2023, Rosefield Village was selected as an Honorable Mention in the Novogradac Developments of Distinction Awards, Preservation of Existing Affordable Rental Housing category. ICD and AHA can be proud of this national and prestigious distinction.

**738 Eagle Fire Service**

EBMUD has completed their installation, and ICD's contractor is waiting for permits to make the final connection. Staff will then request permission from the Alameda Fire Department to occupy the second half of the duplex. It is hoped that this work can be completed in the next 4-6 weeks.

**Leasing and Income**

The project achieved 100% lease up of its tax credit units (89 units, including 23 project based voucher units) as of October 31, 2022. The site has one unit on hold (see above) and a handful of units becoming vacant due to the eviction process. All vacancies are being



Rent collection at this property has been an issue due to a combination of the eviction moratorium, economic stress on working-class residents, and weakness in the former property management firm. Staff and new property management are now reviewing receivables on a weekly basis and have been able to connect directly with most of the affected households to work out payment plans. Staff is providing frequent updates on the status of rent collections to the funders and have received feedback that conversion remains on schedule for the August 2023 deadline.

#### Stabilization and Conversion

The next major steps for the project are to achieve stabilization and conversion to the permanent loan phase. Conversion requires that all tax credit units be appropriately leased, the stabilization period has passed, and the CPA firm has certified all costs of the project.

The CPA review of costs is under review. It is anticipated that the conversion will occur in August 2023, before the September 1, 2023 deadline to utilize the interest rate lock.

The stabilization requirements include documentation of three months of stable operations. The project has narrowly missed meeting this requirement due to the rent collection issues mentioned above. The investor partner will hold back developer fee payments until such time as the project can demonstrate 90 days of stable operations. With the improvement that is already occurring at the site, this milestone is approaching, but with review times, etc., staff is currently estimating that the Rosefield developer fee of almost \$2 million will arrive in early 2024.

#### **FISCAL IMPACT**

Until the project converts to the permanent loan, all guarantees are in place and the construction loan is recourse to ICD and the Housing Authority. In addition, the project still needs to meet the major milestone of conversion to avoid losing its interest rate lock. At this point, the project continues to be under budget, largely due to construction cost savings and its developer fee is delayed but not at risk.

#### **CEQA**

Not applicable.

#### **RECOMMENDATION**

Accept the Monthly Development Report for Rosefield Village.

#### **ATTACHMENTS**

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development





**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: August 16, 2023

Re: Accept Monthly Report on Poppy Place (formerly Hawthorne Suites Hotel).

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**BACKGROUND**

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

**DISCUSSION**

Staff has continued working on all aspects of design, construction and financing to bring this project to fruition. The construction lender, the Housing Trust of Silicon Valley, is making progress on its due diligence. Staff is proposing that AHA consider postponing the recording of the regular AHA 80% AMI regulatory agreement to coincide with the recording of the HCD agreement at conversion, rather than at the AHA loan closing which will be approximately 9-12 months earlier. The regulatory agreement has an impact on the construction lender's loan to value and the postponement will save project time and costs. In addition, staff is proposing that the land, which is expected to be owned by AHA but 50% of it leased to ICD for Poppy Place, be allowed to be secured by the construction lender for its short term (less than one year) loan. AHA is a co-sponsor of the development and will need to be a guarantor on the construction loan. If AHA can allow the construction lender to secure its short term loan against the land as well, the construction lender has additional security and can possibly make a larger loan. Staff expects to bring back an updated term sheet from the lender regarding these terms and conditions.

It is still the intent that the HCD loan will be secured only against the leasehold, as HCD will have a long-term (55 year) loan.

The State of California Standard Agreement has been drafted and is circulating for signature. Requests for proposals have been issued for the tenant improvements, roof and solar. Property management and services are engaged, and AHA staff are leading the marketing





plan for lease up. AHA staff have also been leading the discussions with the County of Alameda, which will refer formerly homeless tenants from the Coordinated Entry System, provide funding for services, and host the pre-application process on the Alameda County Housing Portal.

AHA is updating its tenant selection criteria and operating and management plans to meet the needs of supportive housing tenants. It is also deepening relationships with the County, service providers, and referral agencies. These documents and relationships will support future supportive housing developments at North Housing as well.

The current timeline for residents to begin to move into the development is January 2024.

### **FISCAL IMPACT**

With the exception of escrow deposits, less than \$150,000 has been spent on consulting fees and reports to date. As the total rises to over \$250,000, staff will request a predevelopment loan from AHA, as part of its \$8,000,000 commitment to purchase and renovate this property.

### **CEQA**

Not applicable

### **RECOMMENDATION**

Accept Monthly Report on Poppy Place.

### **ATTACHMENTS**

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Jenny Wong, Senior Project Manager

Date: August 16, 2023

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

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**BACKGROUND**

The Housing Authority (AHA) purchased the property at 2615 Eagle Avenue in April 2022 in order to develop the site as affordable housing. The Housing Authority anticipates that the site will serve 40-50 families, with up to 25% supportive housing units if required by funding sources.

**DISCUSSION****Funding**

On April 20, 2022, the Housing Authority approved the purchase of the property for \$2.5 million, and an option to ground lease to Island City Development. In May 2022, the Board agreed to \$500,000 in funding for design and development (this is typically a predevelopment, short-term commitment). The Housing Authority has received \$1.4 million from the City of Alameda ROPS funding for this development. It has also received 2023-24 ROPS allocation for this development of \$1.6 million which reduces the current Reserve Policy commitment to zero at this time.

In June 2023, the Board directed staff to pursue a predevelopment loan from Capital Impact Partners, a Community Development Financial Institution, for this development which can provide complete take out of AHA's current and future investments into this development, with any fees and carrying costs to be recovered by the future development. The project has credit approval from Capital Impact and is undergoing due diligence for the loan. Staff anticipates that the funds could be available by the end of October 2023.

**Design and Permit**

As part of the application process, staff received confirmation that the development will not require CEQA review and is entitled for the planned use. The site will have to submit drawings for a ministerial design review process on objective design standards, and for offsite public works approvals.

**Procurement**

Staff has begun procurement for the architect and design team.



### Community Outreach

A press release was issued after escrow closed, and the AHA website now references a quarterly newsletter regarding all pipeline developments. Staff anticipates community outreach meetings will be held in the second half of 2023.

### Environmental Mitigation

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

Staff is exploring the applicability of Equitable Community Revitalization Grant (ECRG) funds from the Department of Toxic Substances Control Office of Brownfields as a potential funding source to offset site investigation and clean-up costs. ECRG Round 2 grant funding applications are due October 9, 2023 and awards are anticipated to be announced in February 2024.

### **FISCAL IMPACT**

It is anticipated that the Housing Authority will apply for predevelopment funding for all costs associated with this project by the end of 2023, with repayment and any fees and carrying costs anticipated to be recovered by the future development.

### **CEQA**

Not applicable.

### **RECOMMENDATION**

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

### **ATTACHMENTS**

None

Respectfully submitted,



Jenny Wong, Senior Project Manager

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Jenny Wong, Senior Project Manager

Date: August 16, 2023

Re: Accept the Monthly Development Report for The Estuary I (North Housing PSH I).

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**BACKGROUND**

The Estuary I, formerly known as North Housing PSH I, is one of the first three projects within North Housing Block A and Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. The Estuary I project is expected to have 45 units of permanent supportive housing for formerly homeless individuals and households.

The Housing Authority of the City of Alameda (AHA) is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. On February 21, 2016, the Board authorized acceptance of the Quit Claim deed for conveyance of the property to the Housing Authority. On June 5, 2018, City Council approved the resolution to transfer the North Housing site to the Housing Authority. The North Housing parcel was successfully transferred to Housing Authority ownership on May 30, 2019. The Board approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

Please see previous monthly Board reports for project details before this month's update. Documentation of the master planning process may be found at [www.northhousing.org](http://www.northhousing.org).

**DISCUSSION****Funding**

The Housing Authority has made two funding commitments through its Reserve Policy, one for \$3,750,000 which is flowing through the Alameda Affordable Housing Trust Fund (AAHTF), and one for \$3,000,000 in a direct AHA loan. The AAHTF commitment has been awarded matching funds of \$1,250,000 from the State Local Housing Trust Fund program. Together, the AAHTF commitment is \$5,000,000. AHA has also approved an option to ground lease the property, at a subsidized rate in 2021.

On February 9, 2023, staff submitted a CDBG and HOME funding application for FY 2023-



2024 CDBG and HOME program funds. The project received a funding commitment from the City of Alameda dated July 31, 2023, for approximately \$597,000. Together with previous years' applications, the combined City of Alameda funding commitment is approximately \$1,858,000.

On March 10, 2022, staff submitted an Affordable Housing Program (AHP) funding application to the Federal Home Loan Bank of San Francisco. On June 24, 2022, the Federal Home Loan Bank of San Francisco awarded \$660,000 in AHP funds to the project.

On June 1, 2022, staff responded to the Housing Authority of the City of Alameda's Request for Proposals for the Section 8 Project-Based Voucher Program. On June 30, 2022, AHA conditionally awarded twenty (20) Section 8 Project-Based Vouchers (PBV) for this project. The project was previously awarded twenty (20) Section 8 PBV in December 2021. Together, The Estuary I project has a total of forty (40) Section 8 Project-Based Vouchers. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to be approximately \$10 million. On April 19, 2023, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) from December 13, 2022 to December 13, 2023. Staff will submit quarterly status reports as required by the PBV award.

On April 25, 2023, staff submitted a competitive 9 percent Low-Income Housing Tax Credit (LIHTC) Application to the California Tax Credit Allocation Committee (CTCAC). On July 26, 2023, CTCAC approved the preliminary allocation recommendation for the project. The Estuary I project is required to closing on construction financing and begin construction no later than January 22, 2024.

#### Permit

On May 18, 2023, the project team resubmitted project plans to the City of Alameda for plan check. Review of the building permit drawings is complete and the building permit is ready to be issued upon payment of building permit fees for the Estuary I project. Also, the Public Works Department completed its review of the first phase Final Map and the associated backbone improvements plan. On May 16, 2023, City Council approved the first phase Final Map. City staff is working on finalizing the documentation necessary to memorialize the land transfer related to the remanent Right of Way (ROW) parcels along Mosley Avenue to AHA as contemplated in the approved Development Plan.

#### Procurement

Staff is working on three active procurements: construction manager, a Prevailing Wage Consultant, and a Debt and Equity Investor for the project. Staff released the RFQ for debt and equity investor in February and are reviewing responses received. Staff will come back to the Board of Commissioners with a recommendation of the highest ranked lender and investor for the Estuary I project in September.

#### **FISCAL IMPACT**

The Board previously authorized a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 155 units of permanent supportive and senior housing, including Estuary I. Funds are disbursed to ICD on an as-needed basis. The current total available predevelopment loan balance is \$811,502. Please refer to the attached chart



summarizing expenses through July 31, 2023 (Attachment 1). In a related memo on this agenda, staff is requesting an increase to this predevelopment loan.

**CEQA**

Not Applicable.

**RECOMMENDATION**

Accept the Monthly Development Report for The Estuary I (North Housing PSH I).

**ATTACHMENTS**

1. North Housing Expenses Chart Through July 31, 2023

Respectfully submitted,



Jenny Wong, Senior Project Manager

North Housing Predevelopment Expenses Chart Through July 31, 2023.

| <u>North Housing</u>                                                   | <u>Total</u> |
|------------------------------------------------------------------------|--------------|
| 12 Acre Site Pre-Development (includes master planning and demolition) | \$4,158,948  |
| First Phase Pre-Development (Block A, includes all three projects)     | \$2,172,493  |
| Carrying Costs (see details below)                                     | \$557,057    |
| Grand Total                                                            | \$6,888,498  |

| <u>Carrying Costs-Details</u>                             |              |
|-----------------------------------------------------------|--------------|
| <i>Predevelopment Category</i>                            | <u>Total</u> |
| Administrative Expenses (including postage & advertising) | \$1,092      |
| Furniture and Equipment - Fencing                         | \$65,043     |
| Insurance                                                 | \$4,292      |
| On Site Improvements                                      | \$367,553    |
| Legal Expense                                             | \$23,679     |
| Permit & Fees                                             | \$722        |
| Prepaid - Other                                           | \$30,267     |
| Professional Services (Other)                             | \$34,624     |
| Survey                                                    | \$29,785     |
| Grand Total                                               | \$557,057    |



**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Paris Howze, Project Manager

Date: August 16, 2023

Re: Accept the Monthly Development Report for Linnet Corner (North Housing Senior Apartments).

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**BACKGROUND**

Linnet Corner, formerly known as North Housing Senior Apartments, is one of three projects within North Housing Block A and Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. Linnet Corner is expected to have sixty-four (64) affordable units for seniors aged 62 and over. Twenty-five percent (25%) of the units or sixteen (16) units are expected to serve senior homeless veterans.

The Housing Authority of the City of Alameda (AHA) is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. On February 21, 2016, the Board authorized acceptance of the Quit Claim deed for conveyance of the property to the Housing Authority. On June 5, 2018, City Council approved the resolution to transfer the North Housing site to the Housing Authority. The North Housing parcel was successfully transferred to Housing Authority ownership on May 30, 2019. The Board approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

Please see previous Board reports for project details before this month's update. Documentation of the master planning process may be found at [www.northhousing.org](http://www.northhousing.org).

**DISCUSSION****Funding**

On February 2, 2023, staff received a Multifamily Super NOFA Conditional Award Commitment in the amount of \$20,635,312 from the California Department of Housing and Community Development (HCD) for this project. Staff is working with HCD staff on finalizing the project report and the standard agreement.

On May 23, 2023, staff submitted a second competitive joint tax-exempt bond and 4 percent



tax credit funding application to the California Debt Limit Allocation Committee (CDLAC) and the California Tax Credit Allocation Committee (CTCAC) for this project. On July 28, 2023, CDLAC published on its website the preliminary list of projects staff is recommending for an award, which includes the Linnet Corner project (listed as North Housing Senior Apartments).

On March 9, 2023, staff submitted an Affordable Housing Program (AHP) funding application to the Federal Home Loan Bank of San Francisco for this project. On June 23, 2023, the Federal Home Loan Bank of San Francisco awarded \$945,000 in AHP funds to the project.

On March 9, 2023, the California Housing and Community Development Department (HCD) released the 2023 Local Housing Trust Fund (LHTF) Program Notice of Funding Availability (NOFA) with funding applications due through May 17, 2023. Staff submitted a LHTF application for additional state-matching funds for this project. On August 1, 2023, the Alameda Affordable Housing Corporation received an initial point score letter for its May 17, 2023 application. Award announcements for the 2023 LHTF program are expected in September 2023.

On June 1, 2022, staff responded to the Housing Authority of the City of Alameda's Request for Proposals for the Section 8 Project-Based Voucher (PBV) Program. On June 30, 2022, AHA conditionally awarded forty (40) Section 8 PBVs for this project. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to be approximately \$10 million. On April 19, 2023, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) from June 30, 2023 to December 13, 2023. Staff expect this extension will allow the project to secure the necessary financing from the California Debt Limit Allocation Committee and the California Tax Credit Allocation Committee in 2023.

### Permits

On May 18, 2023, the project team resubmitted project plans to the City of Alameda for plan check. Review of the building permit drawings is complete and the building permit is ready to be issued upon payment of building permit fees for the Linnet Corner project. Also, the Public Works Department completed its review of the first phase Final Map and the associated backbone improvements plan. On May 16, 2023, City Council approved the first phase Final Map. Staff is working with the City on finalizing the documentation necessary to memorialize the land transfer related to the remanent Right of Way (ROW) parcels along Mosley Avenue to AHA as contemplated in the approved Development Plan and the first phase Final Map.

### Procurement

Staff is working on three active procurements: a construction management consultant, a Prevailing Wage Consultant, and a Debt and Equity Investor for the project. Staff released the RFQ for debt and equity investor in February and are reviewing the responses received. Staff will come back to the Board of Commissioners for approval of the highest-ranked lender and investor for the Linnet Corner project in September.

### **FISCAL IMPACT**

The Board previously authorized a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase



of the North Housing project, which includes 155 total units, including Linnet Corner. Funds are disbursed to ICD on an as-needed basis. The current total available predevelopment loan balance is \$611,502. Please refer to the attached chart summarizing expenses through July 31, 2023 (Attachment 1). In a related memo on this agenda, staff is requesting an increase to this predevelopment loan.

The Board has made financial commitments to this development, per the 2022 Reserve policy and approved an option to ground lease the property, at a subsidized rate in 2021. The expected total Reserve Policy use will be \$2,438,000 with the recent AHP award to this project.

AHA has typically structured their ground leases at Fair Market Value rent, pre-paid by a seller carryback note that is a subsidized loan subject only to residual receipt payments. For competitive reasons in the tax-exempt bond competition, as well as for projects with State HCD funding, which only restricts residual receipts payments for related party loans, AHA may choose to utilize a \$1 or \$100/year system on these transactions.

**CEQA**

Not applicable.

**RECOMMENDATION**

Accept the Monthly Development Report for Linnet Corner (North Housing Senior Apartments).

**ATTACHMENTS**

1. North Housing Expenses Chart Through July 31, 2023

Respectfully submitted,



Paris Howze, Project Manager

North Housing Predevelopment Expenses Chart Through July 31, 2023.

| <u>North Housing</u>                                                   | <u>Total</u> |
|------------------------------------------------------------------------|--------------|
| 12 Acre Site Pre-Development (includes master planning and demolition) | \$4,158,948  |
| First Phase Pre-Development (Block A, includes all three projects)     | \$2,172,493  |
| Carrying Costs (see details below)                                     | \$557,057    |
| Grand Total                                                            | \$6,888,498  |

| <u>Carrying Costs-Details</u>                             |              |
|-----------------------------------------------------------|--------------|
| <i>Predevelopment Category</i>                            | <u>Total</u> |
| Administrative Expenses (including postage & advertising) | \$1,092      |
| Furniture and Equipment - Fencing                         | \$65,043     |
| Insurance                                                 | \$4,292      |
| On Site Improvements                                      | \$367,553    |
| Legal Expense                                             | \$23,679     |
| Permit & Fees                                             | \$722        |
| Prepaid - Other                                           | \$30,267     |
| Professional Services (Other)                             | \$34,624     |
| Survey                                                    | \$29,785     |
| Grand Total                                               | \$557,057    |

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Tony Weng, Senior Project Manager

Date: August 16, 2023

Re: Accept the Quarterly Development Report for The Estuary II (North Housing PSH II).

---

**BACKGROUND**

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

The Housing Authority of the City of Alameda (AHA) is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. On February 21, 2016, the Board authorized acceptance of the Quit Claim deed for conveyance of the property to the Housing Authority. On June 5, 2018, City Council approved the resolution to transfer the North Housing site to the Housing Authority. The North Housing parcel was successfully transferred to Housing Authority ownership on May 30, 2019. The Board approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

Please see previous monthly Board reports for project details before this month's update. Documentation of the master planning process may be found at [www.northhousing.org](http://www.northhousing.org).

**DISCUSSION****Funding**

On March 9, 2023, staff submitted an Affordable Housing Program (AHP) funding application to the Federal Home Loan Bank of San Francisco, requesting \$690,000 in AHP funds. Funding awards are expected to be announced in June 2023.

On March 30, 2022, the State of California Department of Housing and Community Development (HCD) published the Super Notice of Funding Availability (Super NOFA) which includes multiple HCD funding programs. On July 12, 2022, staff submitted a Super NOFA Funding Application to the State HCD requesting funds from the Multifamily Housing Program



(MHP) and Infill Infrastructure Grant (IIG) Program. On January 18, 2023, HCD notified us that the project passed threshold, but will not be moving forward to feasibility for award considerations based on their ranking analysis. State HCD is expecting to release the 2023 Super NOFA in May with applications due in July 2023. Staff is preparing to reapply for 2023 Super NOFA funds for this project.

On December 13, 2021, the Housing Authority of the City of Alameda (AHA) conditionally awarded forty (40) Section 8 Project-Based Vouchers (PBV) for this project. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to be approximately \$10 million. Staff submitted the quarterly report for the period from January 1, 2023 through March 31, 2023 to AHA. On April 19, 2023, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) from December 13, 2022 to December 13, 2023.

#### Permit

On March 3, 2023, the project team resubmitted project plans to the City of Alameda for plan check. The building permit drawings are in the final stages of the review process and are expected to be ready in the coming months. Also, the Public Works Department is near complete with its review of the first phase Final Map and the associated backbone improvements plan. The first phase Final Map is expected to be on the City Council's consent calendar on May 16, 2023. Staff is continuing to work with our insurance broker to obtain the surety bonds for the first phase Final Map and the associated backbone improvements.

#### Procurement

Staff is working on three active procurements: an Owner's Representative, a Prevailing Wage Consultant, and a Debt and Equity Investor for the project. Staff released the RFQ for debt and equity investor in February and are reviewing responses received by the deadline of April 20, 2023.

#### **FISCAL IMPACT**

The Board previously authorized a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 90 units of permanent supportive housing. Funds are disbursed to ICD on an as-needed basis. The current total available predevelopment loan balance is \$1,055,088. Please refer to the attached chart summarizing expenses through April 30, 2023 (Attachment 1).

The Board has made the following financial commitments to this development, per the 2021 Reserve policy and the creation of the Alameda Affordable Housing Trust Fund in 2021: \$7,500,000 commitment to the first two permanent supportive housing phases, totaling 90 units; forward commitment of Local Housing Trust Fund matching grant funds of \$2,500,000, once available; approved an option to ground lease the property, at a subsidized rate in 2021.

#### **CEQA**

Not applicable.

#### **RECOMMENDATION**

Accept the Quarterly Development Report for The Estuary II (North Housing PSH II).



**ATTACHMENTS**

1. North Housing Expenses Chart Through April 30, 2023

Respectfully submitted,



Tony Weng, Senior Project Manager



North Housing Predevelopment Expenses Chart Through April 30, 2023.

| <u>North Housing</u>                                                   | <u>Total</u> |
|------------------------------------------------------------------------|--------------|
| 12 Acre Site Pre-Development (includes master planning and demolition) | \$4,156,896  |
| First Phase Pre-Development (Block A, includes all three projects)     | \$1,740,775  |
| Carrying Costs (see details below)                                     | \$547,241    |
| Grand Total                                                            | \$6,444,912  |

| <u>Carrying Costs-Details</u>                             |              |
|-----------------------------------------------------------|--------------|
| <i>Predevelopment Category</i>                            | <u>Total</u> |
| Administrative Expenses (including postage & advertising) | \$1,092      |
| Furniture and Equipment - Fencing                         | \$65,043     |
| Insurance                                                 | \$4,292      |
| On Site Improvements                                      | \$357,737    |
| Legal Expense                                             | \$23,679     |
| Permit & Fees                                             | \$722        |
| Prepaid - Other                                           | \$30,267     |
| Professional Services (Other)                             | \$34,624     |
| Survey                                                    | \$29,785     |
| Grand Total                                               | \$547,241    |



## ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

ITEM 4.H

To: Board of Directors  
Island City Development

From: Radha Mehta, Management Analyst

Date: August 16, 2023

Re: Authorize the President or Designee to negotiate and sign a contract with Aleshire & Wynder, LLP for special counsel services in an amount not to exceed \$150,000 on an as-needed basis.

---

### **BACKGROUND**

As a public agency, the Housing Authority of the City of Alameda (AHA) is required to obtain general counsel services. Under AHA's procurement policy and procedures, in compliance with HUD guidelines, it is preferable to enter into a multi-year contract for ongoing general counsel services. ICD participates in these services on an as-needed basis.

### **DISCUSSION**

On March 19, 2018, AHA issued a Request for Proposals (RFP) for General Counsel Services. Aleshire & Wynder, LLP (Aleshire) was ranked second during the evaluation process. On September 19, 2018, Aleshire was awarded \$225,000 for Special Counsel services. As the current agreement with the firm ends on October 23, 2023, staff issued a RFP for Legal Services on April 3, 2023.

AHA received seven proposals from legal firms, including Aleshire. In Aleshire's proposal, the firm selected the following counsel roles to provide: General Counsel, Bond Counsel, Eviction and Property Management Counsel, Fair Housing Counsel, Informal Hearing Officer Counsel, Real Estate Counsel, Procurement Counsel, Conflict of Interest Counsel, and Housing Programs Counsel. The Evaluation Committee reviewed and ranked the proposals and the top five firms were invited to interview in-person with AHA. The interview panel was composed of AHA staff and a Board member. Aleshire was ranked second by the panelists for legal services.

Staff recommends contracting with Aleshire to provide special counsel services. Staff have worked with Aleshire in the areas of Human Resources and Informal Hearing Counsel services, and the firm has provided a high quality of service. Aleshire has worked with numerous public agencies, such as housing authorities, local agencies, and other public entities. The firm has extensive experience working with Housing Choice Voucher and Public Housing programs, complaints filed with the HUD and California Civil Rights Department, and housing and disability-based laws, including reasonable accommodation procedures. Their offices are located in Irvine, Los Angeles, Riverside, Fresno, and Alameda, and they have provided legal services since 2003.



In cases of conflict of interest that arise with AHA's General Counsel, Aleshire may be appointed to act as general counsel or in other additional capacities, as needed. In particular, Aleshire may be assigned tasks such as overseeing informal hearings and providing general counsel services on certain North Housing projects. The price proposal included in the table below provides a flat hourly rate for routine legal services, as well as costs associated with tasks beyond the routine scope of services. Proposed hourly rates are inclusive of employee wages and benefits, clerical support, overhead and profit, licensing, insurance, materials, and telephone calls. Travel costs shall be limited to a maximum of 2.5 hours each way at the rate of \$250/hr. Due to the travel costs, the firm will primarily provide services remotely, unless authorized to present in-person by the Executive Director.

Hourly rates for the firm are as follows:

| Aleshire & Wynder, LLP           | Position       | Hourly Fee Year 1 | Hourly Fee Year 2 | Hourly Fee Year 3 | Hourly Fee Year 4 | Hourly Fee Year 5 |
|----------------------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| General Counsel Services         | Partners       | \$290             | \$300             | \$310             | \$320             | \$330             |
|                                  | Associates     | \$270             | \$280             | \$290             | \$300             | \$310             |
| Bond Counsel                     | Partners       | \$400             | \$410             | \$420             | \$430             | \$440             |
|                                  | Associates     | \$350             | \$360             | \$370             | \$380             | \$390             |
| Eviction/UD's                    | Partners       | \$290             | \$300             | \$310             | \$320             | \$330             |
|                                  | Associates     | \$270             | \$280             | \$290             | \$300             | \$310             |
| Property Management Control      | Partners       | \$290             | \$300             | \$310             | \$320             | \$330             |
|                                  | Associates     | \$270             | \$280             | \$290             | \$300             | \$310             |
| Fair Housing Counsel             | Partners       | \$290             | \$300             | \$310             | \$320             | \$330             |
|                                  | Associates     | \$270             | \$280             | \$290             | \$300             | \$310             |
| Informal Hearing Officer Counsel | Partners       | \$285             | \$295             | \$305             | \$315             | \$325             |
|                                  | Associates     | \$265             | \$275             | \$285             | \$295             | \$305             |
| Real Estate Counsel              | Partners       | \$310             | \$320             | \$330             | \$340             | \$350             |
|                                  | Associates     | \$290             | \$300             | \$310             | \$320             | \$330             |
| Procurement Counsel              | Partners       | \$290             | \$300             | \$310             | \$320             | \$330             |
|                                  | Associates     | \$270             | \$280             | \$290             | \$300             | \$310             |
| Conflict of Interest Counsel     | Partners       | \$290             | \$300             | \$310             | \$320             | \$330             |
|                                  | Associates     | \$270             | \$280             | \$290             | \$300             | \$310             |
| Housing Programs Counsel         | Partners       | \$290             | \$300             | \$310             | \$320             | \$330             |
|                                  | Associates     | \$270             | \$280             | \$290             | \$300             | \$310             |
| HR Counsel                       | Partners       | \$310             | \$320             | \$330             | \$340             | \$350             |
|                                  | Associates     | \$290             | \$300             | \$310             | \$320             | \$330             |
| All Categories Above             | Paralegal      | \$160             | \$170             | \$180             | \$190             | \$200             |
|                                  | Document Clerk | \$150             | \$160             | \$170             | \$180             | \$190             |
|                                  | Law Clerk      | \$160             | \$170             | \$180             | \$190             | \$200             |

## **FISCAL IMPACT**



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

**CEQA**

Not applicable.

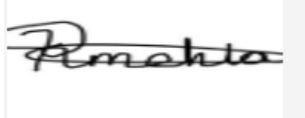
**RECOMMENDATION**

Authorize the President to negotiate and sign a contract with Aleshire & Wynder, LLP for special counsel services in an amount not to exceed \$150,000 on an as-needed basis.

**ATTACHMENTS**

1. Aleshire & Wynder LLP Agreement- Draft

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Mehta", is written over a light gray rectangular background.

Radha Mehta, Management Analyst

## **CONSULTANT SERVICES CONTRACT**

**THIS CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and ALESHIRE & WYNDER, a Limited Liability Partnership whose address is 18881 Von Karman Avenue #1700 Irvine, CA 92612, (hereinafter referred to as "Consultant"), is made with reference to the following:

### **RECITALS:**

A. AHA is a Housing Authority duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.

B. Pursuant to the Housing Authorities Law, AHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. AHA has determined that it requires professional services for special counsel services.

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

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

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

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

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

The term of this Agreement shall commence on the Effective Date and end on June 30, 2026 unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

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

2.1 Consultant shall provide the following services to AHA, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any

inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and AHA relies upon this representation. Consultant shall perform to the satisfaction of AHA, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to AHA that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of AHA.

2.4 Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.

2.5 Acceptance by AHA of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

### 3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

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

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Gregory Kats

(510) 747 - 4370

Email: gkats@alamedahsg.org

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

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

**4. ALTERATION OR CHANGES TO THE AGREEMENT.**

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

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

**5. INSPECTION OF SERVICES.**

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

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit an AHA representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.



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

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

**7. INDEPENDENT CONTRACTOR.**

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

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

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

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

**9. NON-DISCRIMINATION.**

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

**10. INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless AHA, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (AHA employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AHA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to AHA the appropriate form of dismissal relieving AHA from any liability for the action or claim involved.

10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10.4 AHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by AHA, or the deposit with AHA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

**11. INSURANCE.**

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

**A. WAIVER OF SUBROGATION:**

Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary

to affect this waiver of subrogation, but this provision applies regardless of whether AHA has received a waiver of subrogation endorsement from the Insurer.

**B. FAILURE TO SECURE:**

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

**C. SUFFICIENCY OF INSURANCE:**

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

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

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

**12. CONFLICT OF INTEREST.**

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

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

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

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

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

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

13. **PROHIBITION AGAINST ASSIGNMENTS.**

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

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

14. **SUBCONTRACTOR APPROVAL.**

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

15. **PERMITS AND LICENSES.**

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

**16. REPORTS.**

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

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

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

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

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

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

**17. RECORDS.**

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

**18. NOTICES.**

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

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

Housing Authority of the City of Alameda  
701 Atlantic Avenue

ALAMEDA CA 94501-2161

Attention: Vanessa Cooper, Executive Director

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

Aleshire & Wynder, LLP  
Adrian Guerra  
18881 Von Karman Avenue #1700  
Irvine, CA 92612  
aguerra@awattorneys.com  
(949) 517- 9921

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

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

20. **TERMINATION.**

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

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of AHA, then AHA shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA

may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

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

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,



void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

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

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and AHA regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to AHA clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AHA information or data which is not subject to public disclosure; AHA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. **Nondisclosure and Nonuse Obligation.** Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or

business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

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

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

**29. WAIVER.**

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

**30. CAPTIONS.**

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

**31. ADMINISTRATION.**

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

**32. GENERAL.**

**32.1** The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures.

In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

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

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of AHA and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that AHA may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against AHA relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which AHA shall require.

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

### **33. ADDITIONAL FEDERAL REQUIREMENTS.**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

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

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback"

Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

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

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

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

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

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

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

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

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

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

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

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

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

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

35. **ENTIRE AGREEMENT.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN.**

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

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

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.
- v. Exhibit E – Copy of RFP No. \_\_\_\_\_.
- vi. Exhibit F – Copy of Consultant's Proposal/Response to RFP No. \_\_\_\_\_, submitted to the AHA

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

**"CONSULTANT"**

**ALESHIRE & WYNDER, LLP**

By: \_\_\_\_\_

Name: Adrian Guerra

Its: Partner

**"AHA"**

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

By: \_\_\_\_\_  
Vanessa Cooper, Executive Director



**EXHIBIT A**  
**SCOPE OF SERVICES**

**Minimum Requirements**

- Routine communications via phone and/or emails shall be responded to within 24 hours, except for weekends and holidays.
- Work products shall be provided within 48 business hours unless a different deadline is agreed to between the firm and the Executive Director or designee.
- Attendance on weekly legal office hour meeting with the Executive Director and staff at a fixed time (maximum 1 hour).
- Attendance and guidance during any or all Authority Board of Commissioners meetings (regular or special) and other meetings as requested via Zoom or in-person, as determined by the agency.
- Firm shall provide replacement counsel to meet expectations if assigned counsel is unavailable.

**General Counsel Roles**

In cases of conflict of interest between the Agency and the General Counsel, Consultant shall be appointed to such projects and shall provide:

- Supervision, as to legality of the official minutes of the Authority.
- Conferring with and advising the officers, employees, and members of the Board of Commissioners of the Authority on legal matters and issues when requested.
- Review of Public Record requests, county records, and legal documents, papers, contracts, agreements, and such other legal drafting may be required.
- Performing all required actions from initiation of an unlawful detainer action to final disposition, including serving the summons and complaint; responding to motions and demurrers, responding to and promulgating discovery, performing research, and drafting of court documents, and appearing in court on behalf of AHA.
- Representation of AHA in court on lawsuits filed against it by contractors, residents, landlords, and others.
- Provide annual in-person training of staff and Board on Brown Act and Public Records Act.
- Provide a quarterly written legal update to be provided by the board.

**Bond Counsel**

- Drafting and/or review of all legal documents, papers, contracts, agreements, certifications, resolutions, specifications, bonds, waivers, and other such legal drafting as may be required.

**Eviction and Property Management Counsel**

- Guidance on Housing Authority's third party managed sites.

- Performance of services necessary in the prosecution of contested eviction actions, including unlawful detainers.
- Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling units or for the collection of rent.
- Weekly call to discuss all pending terminations and a weekly tracking sheet.
- Preparation, modification and approval of dwelling, and Section 8 compliant lease(s).

**Fair Housing Counsel**

- Advise and assist the Authority on matters subject to the US Federal Fair Housing Act of 1968. (Equal Housing Opportunity)
- Advise and assist on matters relating to the Americans with Disabilities Act including reasonable accommodation and modification related decisions and functions.
- Advise on Property Management.
- Reasonable Accommodation and Fair Housing training for staff.

**Informal Hearing Officer Counsel** (Cannot also be General Counsel)

- Advise on HCVP, Property Management and Reasonable Accommodations
- Advice and assistance to the Authority in connection with the tenant grievance hearings, including appearances at hearings if requested.

**Real Estate Counsel**

- Guidance to the Authority and staff regarding real estate procedures, as well as the completion of real estate transactions, including the review of utility easements.
- Guidance to the Authority and staff regarding Low-Income Housing Tax Credit, real estate, mixed-finance transactions, land use, planning, zoning, private partnering, complex financing, environmental and redevelopment issues, and related matters.
- Guidance to the Authority and staff regarding taxation issues (federal, state, and local) relating to real property, non-profit corporations, public corporations, real estate development partnerships, and related matters.
- Review and approval of all documents pertaining to temporary and permanent financing relating to all developments in the Authority inventory.
- All legal work in connection with acquisition and/or disposition of real property, including the examination of abstracts of title and the furnishing of a consolidated opinion of title in accordance with local regulations.
- Review of building and inspection codes and regulations.

**Procurement Counsel**

- Review and interpretation of contracting (construction, architect/engineering, professional, general services, supplies, etc.) and procurement issues (U.S. Department of Housing and Urban Development

regulatory requirements and advice, California law on public housing procurement, solicitation procedures, bid protests, procurement contract development and review) and any related matters as it relates to development related activities.

- Reviewing, advising, and representing the Authority in connection with disputes arising out of the bid process for AHA, AAHC, and ICD.
- Reviewing, advising, and representing the Authority regarding disputes arising out of contracts between the Authority and its vendors.
- Representation of AHA in court on lawsuits filed against it by contractors, residents, landlords, and others.
- Review of vendor required alternative contracts for agency exposure and federal compliance.

**Conflict of Interest Counsel**

- Conducts reviews in relations to Board, Staff and Vendors.

**Housing Programs Counsel**

- Reviewing and advising on Housing Choice Voucher Program (formally known as Section 8) and related HUD Programs including, but not limited to, Project-Based Voucher (PBV), Moderate Rehabilitation, and Shelter Plus Care.
- Review and guidance on PBV and MTW documents.

**EXHIBIT B**  
**FEE SCHEDULE**

| <b>Aleshire &amp; Wynder,<br/>LLP</b>       | <b>Position</b>   | <b>Hourly Fee<br/>Year 1</b> | <b>Hourly<br/>Fee Year<br/>2</b> | <b>Hourly<br/>Fee Year<br/>3</b> | <b>Hourly<br/>Fee Year 4</b> | <b>Hourly<br/>Fee Year 5</b> |
|---------------------------------------------|-------------------|------------------------------|----------------------------------|----------------------------------|------------------------------|------------------------------|
| <b>General Counsel<br/>Services</b>         |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$290                        | \$300                            | \$310                            | \$320                        | \$330                        |
|                                             | Associates        | \$270                        | \$280                            | \$290                            | \$300                        | \$310                        |
| <b>Bond Counsel</b>                         |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$400                        | \$410                            | \$420                            | \$430                        | \$440                        |
|                                             | Associates        | \$350                        | \$360                            | \$370                            | \$380                        | \$390                        |
| <b>Eviction/UD's</b>                        |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$290                        | \$300                            | \$310                            | \$320                        | \$330                        |
|                                             | Associates        | \$270                        | \$280                            | \$290                            | \$300                        | \$310                        |
| <b>Property<br/>Management<br/>Control</b>  |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$290                        | \$300                            | \$310                            | \$320                        | \$330                        |
|                                             | Associates        | \$270                        | \$280                            | \$290                            | \$300                        | \$310                        |
| <b>Fair Housing<br/>Counsel</b>             |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$290                        | \$300                            | \$310                            | \$320                        | \$330                        |
|                                             | Associates        | \$270                        | \$280                            | \$290                            | \$300                        | \$310                        |
| <b>Informal Hearing<br/>Officer Counsel</b> |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$285                        | \$295                            | \$305                            | \$315                        | \$325                        |
|                                             | Associates        | \$265                        | \$275                            | \$285                            | \$295                        | \$305                        |
| <b>Real Estate Counsel</b>                  |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$310                        | \$320                            | \$330                            | \$340                        | \$350                        |
|                                             | Associates        | \$290                        | \$300                            | \$310                            | \$320                        | \$330                        |
| <b>Procurement<br/>Counsel</b>              |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$290                        | \$300                            | \$310                            | \$320                        | \$330                        |
|                                             | Associates        | \$270                        | \$280                            | \$290                            | \$300                        | \$310                        |
| <b>Conflict of Interest<br/>Counsel</b>     |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$290                        | \$300                            | \$310                            | \$320                        | \$330                        |
|                                             | Associates        | \$270                        | \$280                            | \$290                            | \$300                        | \$310                        |
| <b>Housing Programs<br/>Counsel</b>         |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$290                        | \$300                            | \$310                            | \$320                        | \$330                        |
|                                             | Associates        | \$270                        | \$280                            | \$290                            | \$300                        | \$310                        |
| <b>HR Counsel</b>                           |                   |                              |                                  |                                  |                              |                              |
|                                             | Partners          | \$310                        | \$320                            | \$330                            | \$340                        | \$350                        |
|                                             | Associates        | \$290                        | \$300                            | \$310                            | \$320                        | \$330                        |
| <b>All Categories<br/>Above</b>             |                   |                              |                                  |                                  |                              |                              |
|                                             | Paralegal         | \$160                        | \$170                            | \$180                            | \$190                        | \$200                        |
|                                             | Document<br>Clerk | \$150                        | \$160                            | \$170                            | \$180                        | \$190                        |
|                                             | Law Clerk         | \$160                        | \$170                            | \$180                            | \$190                        | \$200                        |

**Attorney Time for Travel shall be implemented as follows:**

- For travel between Attorney's offices (in Irvine/Los Angeles/Fresno/Bay Area/San Diego) and Agency's offices, travel time shall be limited to a maximum of 2.5 hours each way at a rate of \$250/hr.
- For travel while within Alameda County for attendance at in-person meetings, court appearances, depositions, and administrative hearings or other meetings/ appearances, travel time will be based on actual time each way at a rate of \$250/hr.
- For travel between Attorney's offices (in Irvine/Los Angeles/Fresno/Bay Area/San Diego) to other locations, such as Sacramento or Washington D.C., on behalf of the Agency, travel time will be based on actual time each way at a rate of \$250/hr.
  - When authorized in the Scope of Services, the following reimbursable expenses will be paid at cost, without mark-up: Mileage will be reimbursed at the IRS published rate. Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals will be charged when traveling outside of counties housing Attorney offices.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS FOR CONSULTANTS**  
 (Cyber/tech optional)

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

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

## OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be

provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

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



**EXHIBIT D**  
**FORM HUD-5370-C (01/2014)**  
**GENERAL CONDITIONS FOR NON-CONSTRUCTION**  
**CONTRACTS**

HUD-5369-A - [https://www.hud.gov/sites/documents/DOC\\_12587.PDF](https://www.hud.gov/sites/documents/DOC_12587.PDF)

**(SEE LINKS ABOVE)**

**EXHIBIT E**  
**COPY OF ORIGINAL REQUEST FOR PROPOSALS**

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[EXHIBIT RESUMES ON FOLLOWING PAGE]

**EXHIBIT F**  
**COPY OF CONSULTANT'S PROPOSAL/RESPONSE TO RFP NO. AS04-03-2023**  
**SUBMITTED TO AHA**

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[EXHIBIT RESUMES ON FOLLOWING PAGE]

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: August 16, 2023

Re: Accept the Update and Approve use of CELP Cash Flow and short term  
AHA funding up to \$1,000,000 to close the Conversion.

---

**BACKGROUND**

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

The Rosefield Village project includes new construction of 78 units and renovation of 14 units, totaling 92 units, located on the 700 block of Buena Vista Avenue. ICD is the developer. The overall project scope included both the rehabilitation of existing structures and the construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry facilities, property management offices, social service coordination offices, a community room, and a central courtyard with recreation areas. Twelve existing units, in five buildings, on the east and west sides of the new building were renovated, and one house was converted into a duplex. Please see previous monthly Board Reports for project details prior to this month's update.

**DISCUSSION**

The project received its construction completion and Certificate of Occupancy in August 2022. In July, staff was able to get final approval on all compliance issues with the County of Alameda funding, and received its final retention payment. In July 2023, Rosefield Village was selected as an Honorable Mention in the Novogradac Developments of Distinction Awards, Preservation of Existing Affordable Rental Housing category. ICD and AHA can be proud of this national and prestigious distinction.

**738 Eagle Fire Service**

EBMUD has completed their installation, and ICD's contractor is waiting for permits to make the final connection. Staff will then request permission from the Alameda Fire Department to occupy the second half of the duplex. It is hoped that this work can be completed in the next 4-6 weeks.

**Leasing and Income**

The project achieved 100% lease up of its tax credit units (89 units, including 23 project based voucher units) as of October 31, 2022. The site has one unit on hold (see above) and



a handful of units becoming vacant due to the eviction process. All vacancies are being actively leased from the wait list.

Rent collection at this property has been an issue due to a combination of the eviction moratorium, economic stress on working-class residents, and weakness in the former property management firm. Staff and new property management are now reviewing receivables on a weekly basis and have been able to connect directly with most of the affected households to work out payment plans. Staff is providing frequent updates on the status of rent collections to the funders and have received feedback that conversion remains on schedule for the August 2023 deadline.

#### Stabilization and Conversion

The next major steps for the project are to achieve stabilization and conversion to the permanent loan phase. Conversion requires that all tax credit units be appropriately leased, the stabilization period has passed, and the CPA firm has certified all costs of the project.

The CPA review of costs is under review. It is anticipated that the conversion will occur in August 2023, before the September 1, 2023 deadline to utilize the interest rate lock at 3.44%.

The Conversion will require that the sources and uses be in balance, which creates a funding timing issue. The equity investor is expected to hold back funds because of the challenges of stabilization, and the longer conversion period has resulted in higher interest costs. Staff estimates that the cash needed to convert will be approximately \$1 million dollars.

Constitution and Eagle, L.P. (CELP) is Rosefield's ownership entity and has funds that are being held in reserve during the conversion period. It is anticipated that CELP funds will fund the bulk of this cash need. However, as this is a critical issue and timing is short, staff requests that AHA funds be available if needed. CELP funds are part of the project and do not need to be repaid, but repayment of the AHA funds will be an important consideration.

There is room in the existing AHA loan of \$8,143,052 which was reduced by the additional HOME funding of \$125,000 to allow for repayment. In addition, cash flow through the end of the year could focus on paying AHA back before the end of the year. There is a Freddie Mac deposit of \$270,000 that is anticipated to be returned to CELP, for instance, that could be directed to the AHA loan. Staff will continue to update the Board on the AHA repayment issue at Rosefield.

The stabilization requirements include documentation of three months of stable operations.

The project has narrowly missed meeting this requirement due to the rent collection issues mentioned above. The investor partner will hold back developer fee payments until such time as the project can demonstrate 90 days of stable operations. With the improvement that is already occurring at the site, this milestone is approaching. However, considering review times, etc., staff estimate that the Rosefield developer fee of approximately \$1.4 million will arrive in early 2024.

#### **FISCAL IMPACT**

Until the project converts to the permanent loan, all guarantees are in place and the construction loan is recourse to ICD and AHA. In addition, the project still needs to meet the major milestone of conversion to avoid losing its interest rate lock. At this point, the project continues to be under budget, largely due to construction cost savings and its developer fee is delayed but not at risk.



**CEQA**

Not applicable.

**RECOMMENDATION**

Accept the Update and Approve use of CELP Cash Flow and short term AHA funding up to \$1,000,000 to close the Conversion.

**ATTACHMENTS**

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Tony Weng, Senior Project Manager

Date: August 16, 2023

Re: Accept a Predevelopment Loan to Island City Development for the Linnet Corner and Estuary I and Authorize the President or Designee to Negotiate and Execute the Loan Documents.

---

**BACKGROUND**

The Housing Authority of the City of Alameda (AHA) is leading the development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS), formerly known as Coast Guard Housing, under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. The North Housing parcel was successfully transferred to AHA on May 30, 2019. The AHA Board of Commissioners approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan; on September 15, 2020, the City Council approved the Tentative Map. On May 16, 2023, the City Council approved the first phase Final Map and the Backbone Improvements Plan for North Housing Block A, the first phase of the North Housing project, with a total of 155 apartments, to be built in three separate projects.

Island City Development (ICD) is the developer of the three projects and has received options to ground lease for the three projects Estuary I, Estuary II, and Linnet Corner. ICD has received Reserve Policy permanent loan commitments of \$12,938,000 for these three projects, and a \$7,500,000 predevelopment loan. Similar to Rosefield Village and other projects, it was anticipated that the predevelopment loan would be rolled into the permanent commitment as each project begins construction.

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

Please see previous Board reports for project details.

**DISCUSSION**

On July 26, 2023, The Estuary I project was awarded a 9 percent tax credit allocation from the California Tax Credit Allocation Committee (CTCAC). Moreover, Linnet Corner was listed in the preliminary staff recommendations for tax-exempt bonds and tax credits published by



the California Debt Limit Allocation Committee (CDLAC) and CTCAC, which will be considered during the allocation meeting scheduled for August 23, 2023. Therefore, two of the three projects within North Housing Block A, The Estuary I and Linnet Corner are anticipated to begin construction in early 2024. ICD currently has a \$7,500,000 predevelopment loan for the North Housing site from the Alameda Affordable Housing Trust Fund (AAHTF) administered by the Alameda Affordable Housing Corporation (AAHC). For cost efficiency and business needs, some additional costs will be incurred prior to the construction loan closing.

Staff is requesting the Board to accept an additional predevelopment loan of \$2,500,000 from AHA to cover anticipated costs such as building permit fees and East Bay Municipal Utility District (EBMUD) fees that must be paid before pulling building permits.

### **FISCAL IMPACT**

The Board previously accepted a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 155 units. To qualify for matching funds from the State of California Local Housing Trust Fund Program (LHTF), that loan was transferred to AAHTF, as a grant from AHA via Board action in September 2022. Funds are disbursed to ICD on an as-needed basis.

This loan will need to be a second predevelopment loan, directly from AHA, from Reserve Policy funding that is committed but is currently outside of the AAHTF. The amount of Reserve Policy funding available for Block A projects outside of the AAHTF is \$5,438,000. This agenda's request is for \$2,500,000 to be available as a predevelopment loan.

Together with the current request, the total predevelopment loan will be \$10,000,000 for the three projects. This is less than the total \$12,938,000 permanent loan commitments made to the three projects per the Reserve Policies. An update on the funds committed and utilized on AHA developments is attached, per a previous request from the Board.

### **CEQA**

Not Applicable.

### **RECOMMENDATION**

Accept a Predevelopment Loan to Island City Development for the Linnet Corner and Estuary I and Authorize the President or Designee to Negotiate and Execute the Loan Documents.

### **ATTACHMENTS**

1. North Housing Predevelopment Loan Request Presentation
2. Status of AHA Pipeline Funding

Respectfully submitted,







**Agenda Item 11D:**  
**Approve a Predevelopment Loan to  
Island City Development for  
the North Housing Site and  
Authorize the Executive Director or  
Designee to Negotiate and Execute  
the Loan Documents**

**August 2023 AHA BOC**

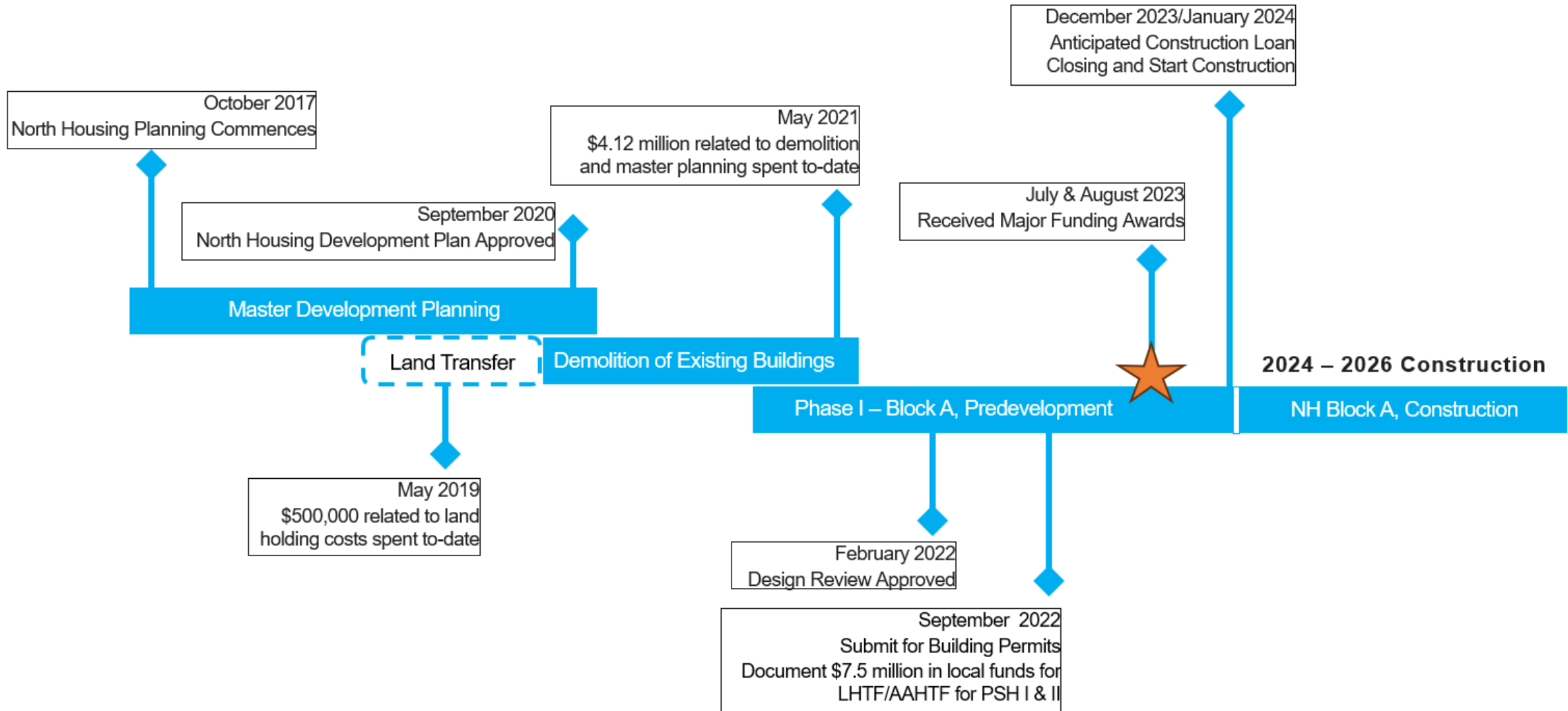
# Background

Per the approved October 2021 and May 2022 Reserve Policy:

|              |                                                                                                                                                                       |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$7,500,000  | Total predevelopment loan approved by the Board for all three projects at North Housing Block A and transferred to AAHTF via Grant and Board Action in September 2022 |
| \$3,000,000  | Permanent financing commitment to The Estuary I approved by the Board                                                                                                 |
| \$2,438,000  | Permanent financing commitment to Linnet Corner approved by the Board                                                                                                 |
| \$12,938,000 | Total Board Approved Commitments                                                                                                                                      |

Note, the permanent financing commitments for The Estuary I and Linnet Corner have not yet been utilized.

# North Housing Development Timeline

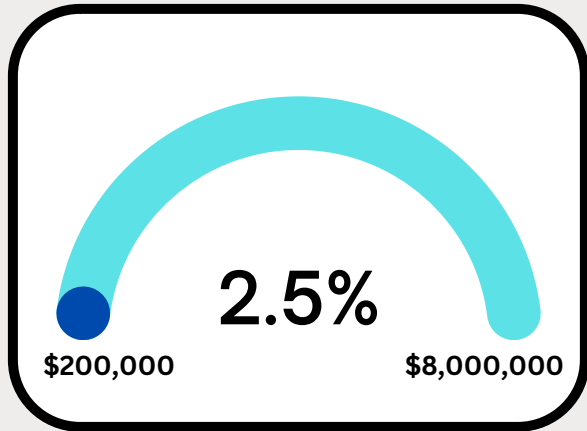


# Staff Recommendation

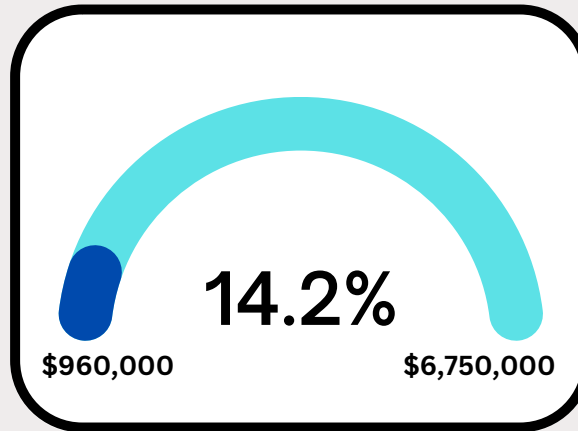
- Approve a Predevelopment Loan to Island City Development for the North Housing Site and Authorize the Executive Director or Designee to Negotiate and Execute the Loan Documents.
- Adopt a Resolution Approving the Predevelopment Loan to Island City Development for the North Housing Site.

# Questions / Comments

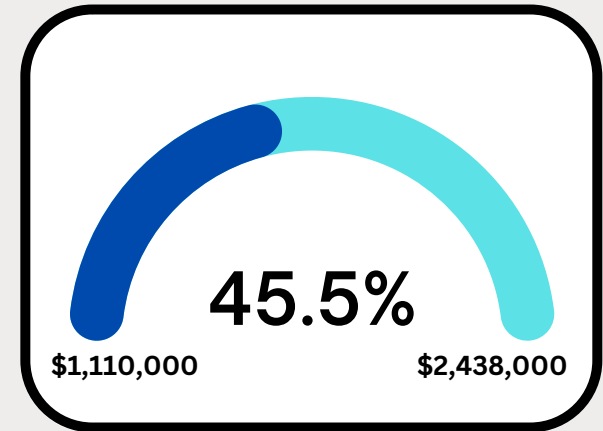
# Development Priorities



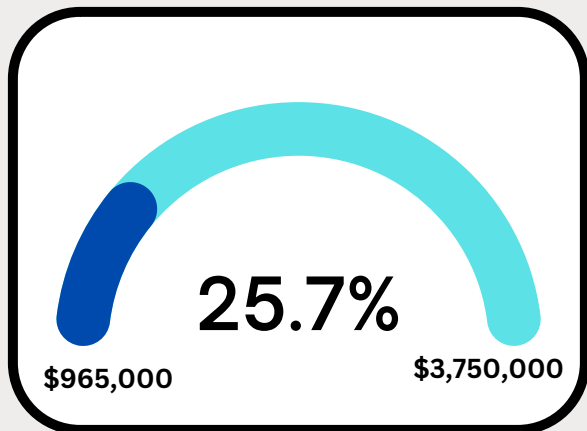
Poppy Place - Fall 2023



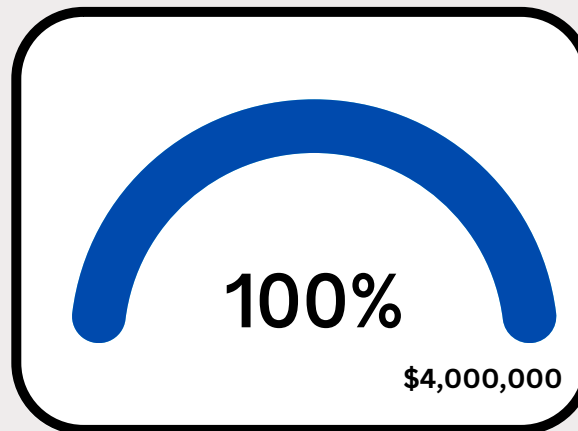
Estuary I - Jan 2024



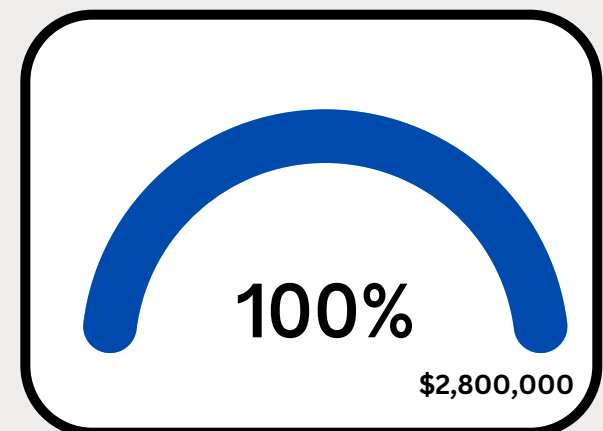
Linnet Corner - Feb 2024



Estuary II - TBD



North Housing Master Plan - TBD



The Poplar - TBD

 Currently Expended

 Total AHA Commitment

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: August 16, 2023

Re: Hold a Discussion and Provide Guidance to Staff Regarding Operating  
and Services Budgets for Estuary I and II.

---

**BACKGROUND**

The Housing Authority of the City of Alameda (AHA) is leading the development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS), formerly known as Coast Guard Housing. under a homeless accommodation conveyance signed with the Navy and the City of Alameda, including the parties of AHA, the Alameda Point Collaborative (APC) and Building Futures (BF).

Island City Development (ICD) is the developer of Estuary I and Estuary II, which are two phases of permanent supportive housing for the homeless which are meant to be operated together as one site once fully built. The two projects total 91 units, including one manager's unit.

The operating budget for Estuary I and II has been developed over time to meet the needs of the development as well as to align with multiple affordable housing regulations and guidelines for the target population. Island City Development initially contracted with The John Stewart Company, an experienced manager of homeless housing throughout California, to develop the budget. FPI Property Management has reviewed the budget and deems it in substantial conformance. The budget also aligns with the management experience and budgets that ICD has utilized in its existing Alameda developments. The budgets exceed the minimum operating costs/unit required by the California Tax Credit Allocation Committee (\$7,245/unit/yr for 2022, not including services).

The services budget, which is a separate but integral part of the operating budget, has been developed over the last three years with the assistance and active participation of Alameda Point Collaborative (APC) and Building Futures (BF), in monthly meetings that served to prepare for the extensive application documentation required by all of the various funding sources. In 2021, the parties approved an amended and restated MOU and Term Sheet regarding decision-making, roles and responsibilities and other issues. In this updated Term Sheet, the parties agreed that the Housing Authority had the responsibility to set the operating costs, which it has endeavored to develop in cooperation with APC and BF. A copy of this Term Sheet is attached.

**DISCUSSION**



There are a number of pertinent issues in regard to the operating and services budget at The Estuary.

#### Phased approach

The Estuary was planned to be built in two phases because a single phase would have been very difficult and time-consuming to finance (because of size). As two phases, the development could open and begin services as quickly as possible. As of August 2023, it is now clear that The Estuary I (44 restricted units with one property manager unit) will begin construction in the next six months. In the best scenario, The Estuary II (46 restricted units) will start construction by the end of 2024 (approximately 6-12 months after the first phase). However, it may be further delayed due to the highly competitive nature of the affordable housing financing environment in California.

Anticipating this phased approach, The Estuary was designed to be able to fully run with only one phase. The offices/community spaces were designed to be built during the first phase, and then to convert and increase once the second phase was developed. Likewise, the operating budget for the first phase is meant to be adequate for 44 residential units, while the operating budget increases and provides economies of scale once the second phase is added.

#### Robust Social Services and Target Population

All three parties (ICD, APC, and BF) desire to have robust social services at this development, to ensure the quality of life and successful housing tenure of the residents. As part of the design and development of the service program and budget, the three parties have discussed the target population, including various populations such as the chronically homeless, other homeless, and homeless veterans. Because of the financing of the development, all the parties understand that the apartments will be filled by referrals from the County of Alameda Coordinated Entry System (CES) which identifies and categorizes clients and makes referrals to developments.

Together, the parties successfully worked with the County of Alameda Health Care Services Agency for in kind funding of \$550/client/month (\$6,600/year) to support an on-site case management staff ratio of 1:25 and related costs. There is a higher level of funding available from the County, at a lower staff to client ratio, for more severely vulnerable clients at \$750/client/month (\$9,000/year). However, APC and BF expressly requested the ratio and levels shown above. It should be noted that APC and BF are experienced with the County of Alameda and its services programs and will receive a contract directly with the County for these services.

In addition to this funding, which is targeted at intensive case management, The Estuary operating budget is providing additional wrap around service funding of approximately \$5,000/client/year for service coordination, community building activities, economic empowerment, supplies and overhead. With three full-time case managers, and there are two full-time resident services coordinator positions in addition, which brings the case management ratio to 1:25 and the service staff overall ratio to 1:16.

It should be noted that The Estuary will operate under Housing First principles, where client choice and engagement are critical to creating housing that is a platform from which they can pursue personal goals and improve their quality of life. Referrals may include clients that may not have addressed all of their problems, or clients that have graduated from a transitional housing program such as those currently operated by APC, BF or Five Keys (in coordination with the City of Alameda). While it is hoped that clients will stabilize, ongoing stressful episodes can be expected at such sites. The robust social services are thus planned to be maintained throughout the lifetime of the



development to support such incidences.

### Security

Security onsite is of particular interest. First and foremost, safety and responsiveness to the needs of residents is critical. If a resident falls, is in distress, or feels unsafe, their needs need to be addressed rapidly. In addition, care needs to be taken such that outside influences do not make the residents or property unsafe. Many PSH developments, which are frequently situated in heavily urban environments, need to be very careful about building entry and visitors. However, it should be noted that Estuary is in a much more suburban location, which means that it does not have the same environmental impacts as a development in an urban or downtown non-residential neighborhood. It should be noted that Dignity Village, operated nearby on Fifth Street in Alameda, keeps its doors open during the day.

The Estuary has been physically designed for the security of the residents. For instance, there is a single street facing main entry, that is monitored by electric key fob and cameras. The secondary entry, through the parking lot and courtyard, can be shut off during evening and weekend hours to assure further security. The courtyard is fenced and landscaped with shrubs along the fence, unlike the design of other ICD developments. There is a welcoming lobby that includes a desk that can be staffed by property management, services, resident volunteers to provide greetings and look out for the community. ICD expects that all staff will be staggered to provide a greater window of presence than a typical 8 AM - 5 PM, Monday - Friday workweek.

For evenings, weekends, and times when additional presences is needed, ICD proposes a remote guarding system that has been used with success by other owners of similar developments, even in much more urban locations, to provide non-intrusive but safe environments. Please see the panel on Security Innovations for Supportive Housing: From Design to Operations at the link below for more information.

<https://link.zixcentral.com/u/b7ad3b45/xmwJndxc6xGQBIPJhnsomg?u=https%3A%2F%2Fwww.youtube.com%2Fwatch%3Fv%3DQdX6nxzxf0s%26feature%3Dyoutu.be>

These systems have voice down capabilities that can help direct residents or building visitors as needed. The systems also provide reporting that can assist emergency personnel, property management, and services staff to respond to resident issues in an appropriate manner. Some individuals with experiences of trauma, find the cameras to be a less-intrusive system, as it avoids the perception that they are being watched. The protocol for the remote guarding system (i.e. de-escalation, who to call for emergencies or urgent items, type of voice down requests or activities) are developed in collaboration with property management and services. It is very typical for the team to have 24/7 responsiveness due to the nature of the development and population, and that this is a shared responsibility as such incidents are lease violations, but others may reflect a mental or health concern. The operation of permanent supportive housing is always a very hands-on, multi-team member, activity.

The alternative to a remote guarding system is a 'front desk system.' These are typically used for transitional housing or shelters, and every individual, whether staff, residents, guests, vendors, service providers, etc., is required to sign in and sign out. Front desk staff are typically hired by a third-party security company, and are generally a low-paid and low-trained workforce. There are frequent issues with absenteeism and inappropriate actions. More and more, respected owners and managers such as BRIDGE, Wakeland Housing, McCormack Baron, Mercy and John Stewart



Company are utilizing remote guarding systems or equivalent as part of their response to safety.

#### Comparison to Other Similar Projects

The operating and supportive service budget exceeds the minimums required by all proposed public funding programs, all of which are based upon similar populations and geographic regions. In addition, the attached document shows where the budget compares to a recent study by the Turner Center. See <https://turnercenter.berkeley.edu/blog/psh-homelessness-cost/> for more details. The study emphasizes that projects in suburban areas (such as Alameda) that have only one target population (as is proposed for The Estuary) are generally on the lower end of operating and service budgets. With a combined operating and service budget of \$22,547, including services/costs paid for by the County, The Estuary exceeds all total budgets for similar developments serving a single population. As noted in the Turner Center Report, “the properties with the highest costs per unit - \$20,000 per unit per year – tended to serve four [distinct] PSH populations.” Turner Center, 2023.

#### **FISCAL IMPACT**

Not applicable

#### **CEQA**

Not applicable

#### **RECOMMENDATION**

Hold a Discussion and Provide Guidance to Staff Regarding Operating and Services Budgets for Estuary I and II.

#### **ATTACHMENTS**

1. North\_Housing\_Providers\_Participation\_Term\_Sheet\_FINAL
2. Att 1 Estuary Operating Budget
3. Att 2 Estuary Operations Summary
4. Est I Services Plan and Budget
5. Est II Services Plan and Budget

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

## North Housing AHA - Provider Term Sheet

This Term Sheet is dated as of October 20, 2021, by and among AHA and the Providers, as defined below. This Term Sheet is intended implement the terms of (a) the Amended and Restated Legally Binding Agreement made as of June 20, 2012 (the “**LBA**”) among the City of Alameda, AHA and the Providers, and (b) the Third Amended and Restated Memorandum of Understanding entered into as of the date hereof (the “**MOU**”) among AHA and the Providers (collectively, the “**Parties**”).

The LBA and MOU govern and provide a framework for the development, financing, ownership and operation of the Project (as defined below) but defers certain details, such as how the Parties will participate in the Partnership (as defined below and referred to in the MOU as the “Project Ownership Entity”). This Term Sheet provides details of the Parties’ participation in the Project. Each Party has enforceable rights with respect to the North Housing Parcel as provided in this Term Sheet and the express provisions of the LBA and MOU (including those relating to financing the Project, homeless services at the Project and the sale of any portion of the North Housing Parcel).

The Parties agree that LBA and MOU (including any approval rights of the Parties) continues in full force and effect, as supplemented by this Term Sheet.

Any notices hereunder shall be given as provided in the MOU. The MOU shall govern any disputes between the Parties hereunder.

1.     **AHA:**             Includes the Housing Authority of the City of Alameda, Island City Development, and any of their wholly-owned LLCs (except as necessary for tax purposes).
2.     **Providers:**     Alameda Point Collaborative, Cornerstone Community Development Corporation (*doing business as* Building Futures with Women & Children), and any of their wholly-owned LLCs.
3.     **Financing Party:**   Any party providing financing or monetary support to the Project of Partnership, including lenders, investor, and any subsidy provider; and any party which governs a financing program, such as HUD and TCAC.
4.     **Project:**         The first phases of housing developments in North Housing that together include a minimum of 90 units set aside for homeless households.
5.     **Partnership:**   Includes all limited partnerships that own the Project(s) described above.
6.     **Partners:**         Investor will be limited partner holding approximately 99.99% Partnership interests. The Parties will share .01%.

Balance of Partnership interests to be held by the Parties solely through their respective LLCs, of which AHA will own 90% as managing general partner, and Providers will own 10% as special limited partner.

If the Partnership resyndicates the Project, the Parties shall share in net cash flow and refinancing in the same ratio.

## North Housing AHA - Provider Term Sheet

7. **Developer Fee & Services Project Management Fee:** AHA will be developer and will earn the developer fee for providing and shall perform the typical developer fee duties.

Providers will share a fixed Services Project Management Fee in the amount of \$660,000 as compensation for their assistance with the acquisition of the Project site, community outreach, engagement, referral and support for tenant applications for homeless units, writing of service qualifications and program for funding applications, undertaking applications for services funding, and ongoing project management during the regulatory agreement period. The Services Project Management Fee shall be allocated between each phase of the Project pro rata to the number of homeless units in each phase; and, with respect to each phase, such allocated amount shall be paid 50% at close of construction financing and 50% upon close of permanent financing. For example, if the Project consists of 2 phases of 45 units each, \$330,000 shall be allocated to each phase, and \$165,000 shall be paid at close of construction financing and upon close of permanent financing with respect to each of the 2 phases.

The Services Project Management Fee for any phase after the first phase will remain in place for two years after the initial phase close of construction financing (the “**First Closing**”). In the event that the second phase closes construction financing on or after the second anniversary of the First Closing, the payments of Services Project Management Fee for each subsequent phase will be increased by 5% of the original Services Project Management Fee amount for each full year since the First Closing, commencing on the second anniversary of the First Closing and then on each anniversary thereafter. The Services Project Management Fee schedule is as follows.

| <b>Closing of Second Phase</b>                                                                                        | <b>Services Project Management Fee</b> |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| Prior to 2 <sup>nd</sup> anniversary of First Closing                                                                 | \$330,000                              |
| From and after 2 <sup>nd</sup> anniversary of First Closing and prior to 3 <sup>rd</sup> anniversary of First Closing | \$363,000                              |
| From and after 3 <sup>rd</sup> anniversary of First Closing and prior to 4 <sup>th</sup> anniversary of First Closing | \$379,500                              |
| Upon each anniversary of the First Closing thereafter, add \$16,500.                                                  |                                        |

AHA acknowledges that the ability for the Authority to develop or cause to be developed up to 586 units (including a minimum of 90 permanent supportive housing units) is due to the successful NOI submitted on March 7, 2008 and the subsequent approval of the LBA by the Federal government.

## North Housing AHA - Provider Term Sheet

The Parties hereby agree that the developer fee paid to AHA and the Services Project Management Fee satisfy the requirement under Section 4.5 of the MOU that the Parties regarding sharing the developer fee.

8. **General partner fee:** AHA will manage the Partnership and receive 100% of all general partner fees, including asset management and incentive fees.
9. **Investor limited partner asset fee:** The investor limited partner shall receive an annual asset management fee to be negotiated.
10. **Social services:** The Parties to agree upon scope of services and services budget and Providers shall provide all social services to homeless residents of Project except to the extent that (1) Providers do not have the requisite experience or capacity for any particular services in which case the Parties will ensure that particular service will be contracted out; or (2) a portion of services are required to be provided by or through a 3<sup>rd</sup> party due to a funding source. The Parties will actively seek out additional funding or in kind services for the Project to preserve service dollars for later years. The Parties must stay compliant with all funder documentation and requirements for services. The services budget may be funded by Project rental income, cash fees, in-kind services, and excess cash flow from the Project (income after all expenses, mandatory debt, soft debt, and asset management fees are paid) or by AHA. The Providers must maintain adequate liability insurance for their employees and service activities at the Project.
11. **Use of Excess Cash Flow:** Set aside as a 3<sup>rd</sup> party reserve (outside of the LP) for services for the Project.
12. **Financing:** AHA shall be responsible for obtaining all financing for the Project, including guaranties, tax indemnities, development advances and funding operating deficit. As AHA shall be solely liable for these amounts, AHA shall have the right to control financing sources and construction and operating budget. Financing may include cash loans from AHA that will be repaid from cash flow prior to distributions.
13. **Ground Lease:** AHA may structure the disposition of the land to the Partnership as a long-term ground lease, which ground lease may include rental payments and/or seller loan payments to AHA that are senior to any distributions to partners.
14. **Duties:** AHA shall carry all obligations of managing and operating the Project and Partnership, excluding Provider responsibilities below.  
  
Provider responsibility shall include:
  - (a) cooperating with AHA in performing its duties,
  - (b) providing services pursuant hereto,

## North Housing AHA - Provider Term Sheet

(c) reporting with respect to Provider services, and

(d) any other matters relating to Provider or its duties required by a Financing Party.

Failure by AHA or Provider to comply with the LBA, MOU, this Term Sheet or relevant agreements that are binding upon the applicable Party (including, but not limited to the Partnership's limited partnership agreement) may result in removal of AHA or Provider as a partner in the Partnership and/or termination of any agreements and related fees.

**15. Exit:** AHA shall hold any options and rights of first refusal to purchase the Project or all other Partnership interests. AHA shall not assign option or right of first refusal to any party other than its affiliate. The Providers will be able to remain as SLP in the same position.

**16. Future Homeless Units:** AHA shall consider advice or input from the Providers for the development and operation of additional homeless units on the remainder of the North Housing Parcel. Notwithstanding the foregoing, the parties understand and acknowledge that while AHA shall follow its public procurement process with respect to any contracts for services to such homeless units in accordance with applicable law, within those limits the parties agree that priority should be given to selecting a service provider that has previous experience partnering with AHA on the provision of service activities to homeless residents.

**17. Status and Clarifications on items from Exhibit C of the MOU:**

1. Final Form of the LBA – *Item is completed and closed;*
2. Designate location and size of the property to be transferred to the Authority or if applicable, ground leased to the Project Ownership Entity, including changes in location after LBA is signed;- *Item is completed and closed.*
3. Change in the project description from the description in the NOI; - *All parties agree that this description was changed to reduce to 90 units. Any further changes will be approved by both parties.*
4. Final Project Design; - *Design development and schematic design has been completed and accepted by all Parties (plan set dated July 28, 2021). The parties will acknowledge at subsequent milestones that they have participated and consent to the design at those milestones. Funder requirements may require changes which will require approval of all Parties.*
5. Final construction closing development proforma; - *The Parties will participate and consent on the pro formas in each funding application, and as submitted in the RFP for investors and lenders. No further approvals will be needed after those opportunities except those required by the funders and lenders, unless changes*

## North Housing AHA - Provider Term Sheet

*either affect the services budget, or change any of the operating budget, furniture budget, security budget, or developer fee by more than 5%. However, all Parties will be kept informed of these changes.*

6. Change orders during construction of the Project materially affecting community space and/or outdoor services space including but not limited to changes to security measures and availability of program space; - *No update or clarification at this time.*
7. Subject to applicable law and funding source requirements, Project affordability levels, income requirements for Residents, and preferences in Resident selection, including any material changes in affordability levels, income requirements, and preferences; - *The Parties agree that the updated MOU has set the preferences. The affordability and income requirements will be approved with each application/pro forma per #5 above.*
8. RFP for Developer and selection of Developer if applicable; - *This item is closed as AHA will be the developer of the Project.*
9. Formation of Project Ownership Entity and addition of entities, as partners, limited partners, or members, as applicable; - *The Providers may not disapprove of the selection of the limited partner (s), although they will be consulted. The project ownership entity has been consented to in the term sheet above.*
10. Scope of Resident services consistent with LBA; - *No update or clarification at this time.*
11. Any financial buy out related to North Housing homeless accommodation or in connection with selection of alternate site; - *No update or clarification at this time.*
12. The determination of funding sources pursuant to Section 4.2(a)(l) of the [MOU]. – *See #5 above for the process for approving funding sources.*
13. Selection of third party property management company. –*The parties further acknowledge that the Providers must approve of the Management Plan, and that the Management Plan shall be commercially reasonable and subject to the approval of Project lenders and investor.*
14. Project location(s). – *The Parties agree that the Project location(s) will be on Block A of the Tentative Map.*

[SIGNATURES ON FOLLOWING PAGE]



**North Housing  
AHA - Provider Term Sheet**

IN WITNESS WHEREOF, the Parties hereto have executed this Term Sheet as of the date first set forth above.

**AHA:**

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

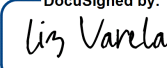
By:   
5AFA57239EC2484...  
Vanessa Cooper  
Executive Director

**PROVIDERS:**

Alameda Point Collaborative,  
a California nonprofit public benefit corporation

By:   
C607A578078E47C...  
Name: Doug Biggs  
Title: Executive Director

Cornerstone Community Development Corporation  
(*doing business as* Building Futures with Women & Children),  
a California nonprofit public benefit corporation

By:   
96E2638511343D...  
Name: LIZ VARELA  
Title: Executive Director

**Attachment: Estuary I and II combined operating expenses**  
**Annual Residential Operating Expenses**

|                          |                            |                                                                                                                   |    |         |
|--------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------|----|---------|
| Administrative           | Advertising:               |                                                                                                                   | \$ | 1,500   |
|                          | Legal:                     |                                                                                                                   | \$ | 10,000  |
|                          | Accounting/Audit:          |                                                                                                                   | \$ | 40,000  |
|                          | Security:                  |                                                                                                                   | \$ | 93,400  |
|                          |                            | Office equipment, postage, bookkeeping, tel/answering services, travel, training, bank fees, and computer charges |    |         |
|                          | Other:                     |                                                                                                                   | \$ | 53,062  |
|                          |                            | Total Administrative:                                                                                             | \$ | 197,962 |
|                          |                            |                                                                                                                   | \$ | -       |
| Management               | Total Management:          |                                                                                                                   | \$ | 81,000  |
|                          |                            |                                                                                                                   | \$ | -       |
| Utilities                | Fuel:                      |                                                                                                                   | \$ | -       |
|                          | Gas:                       |                                                                                                                   | \$ | -       |
|                          | Electricity:               |                                                                                                                   | \$ | 43,200  |
|                          | Water/Sewer:               |                                                                                                                   | \$ | 124,200 |
|                          |                            | Total Utilities:                                                                                                  | \$ | 167,400 |
|                          |                            |                                                                                                                   | \$ | -       |
| Payroll /                | On-site Manager:           |                                                                                                                   | \$ | 191,438 |
|                          | Number of Staff:           | 4; PMgr, Asst PMgr, Maintenance (1.5-2 FTE)                                                                       | \$ | -       |
| Payroll Taxes            | Maintenance Personnel:     |                                                                                                                   | \$ | 119,320 |
|                          | Number of Rent-Free Units: |                                                                                                                   | \$ | -       |
|                          | Other:                     | Payroll taxes, Workers Comp, Health Ins, Benefits                                                                 | \$ | 92,880  |
|                          |                            | Total Payroll / Payroll Taxes:                                                                                    | \$ | 403,638 |
|                          |                            | Total Insurance:                                                                                                  | \$ | 63,000  |
|                          |                            |                                                                                                                   | \$ | -       |
| Maintenance              | Painting:                  |                                                                                                                   | \$ | 5,000   |
|                          | Repairs:                   |                                                                                                                   | \$ | 45,800  |
|                          | Trash Removal:             |                                                                                                                   | \$ | 32,400  |
|                          | Exterminating:             |                                                                                                                   | \$ | 10,000  |
|                          | Grounds:                   |                                                                                                                   | \$ | 9,600   |
|                          | Elevator:                  |                                                                                                                   | \$ | 8,000   |
|                          |                            | Total Maintenance:                                                                                                | \$ | 110,800 |
|                          |                            |                                                                                                                   | \$ | -       |
| Other Operating Expenses | Other:                     | Annual partnership tax returns                                                                                    | \$ | 1,600   |
|                          | Other:                     | Ground Lease                                                                                                      | \$ | -       |
|                          |                            | Total Other Expenses:                                                                                             | \$ | 1,600   |

|                                                     |  |              |
|-----------------------------------------------------|--|--------------|
| <b>Total Annual Residential Operating Expenses:</b> |  | \$ 1,025,400 |
| <b>Total Number of Units in the Project:</b>        |  | 91           |
| <b>Total Annual Residential Operating Expenses:</b> |  | \$ 11,268    |

## Att 2 Operation Summary - Estuary

### FTE Employee Count for Estuary I and II

|                                      | Estuary I | Estuary II | Total |
|--------------------------------------|-----------|------------|-------|
| Maintenance Staff                    | 1         | 1          | 2     |
| Property Manager & Assistant Manager | 1         | 1          | 2     |
| Resident Services Coordinator        | 1         | 1          | 2     |
| Case Manager                         | 1.75      | 1.75       | 3.5   |
| Clinical Supervision                 | 0.1       | 0.1        | 0.2   |
| Site Manager                         | 0.5       | 0.5        | 1     |
| Nurse                                | 0.4       | 0.4        | 0.8   |
| Mental Health                        | 0.2       | 0.2        | 0.4   |
| Economic Empowerment                 | 0.2       | 0.2        | 0.4   |

### Security Contract Costs

|                   |          |          |          |
|-------------------|----------|----------|----------|
| Security Contract | \$46,200 | \$47,200 | \$93,400 |
|-------------------|----------|----------|----------|

### NH Supportive Services Budget

|                              | Estuary I        | Estuary II       | Total              |
|------------------------------|------------------|------------------|--------------------|
| Project Operations (Cash)    | \$220,000        | \$212,382        | \$432,382          |
| County (in-kind)             | \$290,400        | \$303,600        | \$594,000          |
| <b>Total Services Budget</b> | <b>\$510,400</b> | <b>\$515,982</b> | <b>\$1,026,382</b> |
| <b>Per Unit per year</b>     | <b>\$11,342</b>  | <b>\$11,217</b>  | <b>\$22,559</b>    |

### Combined Total Operating and Services Costs

|                                           | Estuary I & Estuary II | Per unit per year (PUPY) |
|-------------------------------------------|------------------------|--------------------------|
| <b>Total Operating Expenses</b>           | <b>\$1,025,400</b>     | \$11,268                 |
| <b>Total Services Expenses</b>            | <b>\$1,026,382</b>     | \$11,279                 |
| <b>Total Operating and Services Costs</b> | <b>\$2,051,782</b>     | <b>\$22,547</b>          |

### Background

In 2007, the US Navy declared forty-two (42) acres of the former Alameda Naval Air Station (“NAS Alameda”) as surplus (the “North Housing Parcel”). Pursuant to the McKinney-Vento Homeless Assistance Act of 1987 (42 U.S.C. § 11412) (the “Act”) and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (10 U.S.C. 2687) (“BRAC”), the North Housing Parcel was made available to state and local governments and nonprofit organizations in order to meet the housing and service needs of the local homeless population. In 2008 the City of Alameda proposed the creation of a new development that would consist of ninety (90) permanent affordable housing units with supportive services to homeless households (the “Residents”) in the City of Alameda (the “Proposed Project”). In 2012, HUD formally approved the release of the North Housing Parcel to the City of Alameda and the Alameda Housing Authority because of its commitment to provide permanent supportive housing on a portion of the site.

The North Housing Parcel was formally delivered to the Alameda Housing Authority (“Authority”) from the City of Alameda in 2019 and the Authority facilitated completion of backbone infrastructure and site preparation so that vertical construction could commence. The new development is intended to create stable, permanent options for those leaving Alameda's homeless programs, including shelter and transitional housing facilities.

The Authority is the fee owner of the land and is responsible for developing and managing the Project. Building Futures with Women and Children (Building Futures”) is the lead service provider for the development and shall be responsible for providing supportive services to the Project and its Residents which fill gaps in the existing continuum of care.

### Project and Population Description

North Housing Permanent Supportive Housing I is located at corner of Mosely Avenue and Lakehurst Circle in the City of Alameda. When complete, the development will provide 44 units of permanently affordable supportive housing, plus one manager's unit, for extremely and very low-income homeless households. All Residents will likely be referred by Alameda County's Coordinated Entry System (CES) which prioritizes homeless households with the highest needs, in partnership with the Alameda Housing Authority. Residents from the City of Alameda will have a preference for the new PSH units to the greatest extent allowable.

The Project is intended to be constructed in two phases totaling 91 units. North Housing PSH I includes 44 permanent supportive housing units plus one manager's unit for a total of 45 units. North Housing PSH II will have a total of 46 permanent supportive housing units. The two projects combined will have a total of 91 units with 90 PSH rental units plus one manager's unit. At full buildout the Project will consist of 50 studios, 40 1-bedroom units plus one 2-bedroom unit.

This Services Plan focuses on the North Housing PSH I development which includes 24 studios, 20 1-bedroom units and 1 2-bedroom unit for the building manager.

### Lead Service Provider: Building Futures Qualifications

Building Futures has provided services to families in crisis since 1988. Its mission is to help women and children in crisis become safely and supportively housed, free from homelessness and domestic violence. For over 30 years Building Futures (BF) has provided services to reduce homelessness and domestic violence in Alameda County. Throughout its existence, it has provided general homelessness services to individuals and families, with specialization in serving women with children, single women and those who are survivors of domestic violence (DV). From its founding in 1986 as a winter shelter in a San Leandro church, Building Futures has evolved into a housing first, trauma-informed agency to help families and individuals find stable shelter and then rebuild their lives. In addition to three emergency shelters and supportive permanent housing, services include street outreach teams; two winter shelters for men and women; a 24-hour, toll-free domestic violence crisis line; two housing resource centers providing housing navigation, referrals, and rental assistance; and many strong partnerships that help high-need individuals and families become sheltered and stay housed with supportive services.

In FY 2020-21, BF served 5,249 people, including 337 in shelters, 729 through non-shelter programs, and handled 4,183 calls received on the domestic violence crisis line or Coordinated Entry Services contacts. The emergency shelters housed 124 children under 18, 37% of the residents.

Building Futures has extensive experience providing supportive housing programs. Specifically:

Bessie Coleman Court is a 52-unit apartment complex at Alameda Point. BF provides permanent supportive housing for approximately 70 formerly homeless households, who have experienced domestic violence and have a physical or mental disability. Every BCC resident has a case manager and access to a range of services including support groups, community gatherings, clothing and household items, support groups and life skills training. Additional services are available at nearby Alameda Point Collaborative Multi-Service Center.

Welcome Home San Leandro is a partnership with Alameda County's Housing and Community Development department and the City of San Leandro, provides rent and supportive services for 25 San Leandro residents who have experienced homelessness for at least a year – or repeatedly- while struggling with a disabling condition such as a serious mental illness, substance use disorder, or physical disability.

Redwood Hills Townhomes is a partnership with Satellite Affordable Housing Associates (SAHA), and opened in East Oakland in 2019. SAHA selected BF as one of the contract agencies that provides supportive services to residents.

Alameda County Health Care Services Agency (HCSA) contracted with BF last year to provide housing navigation and tenancy sustaining services for homeless and formerly homeless individuals living in HSCA-designated permanent supportive or rapid rehousing units, and administer one-time client move-in funds for consumers transitioning to affordable housing.

The City of Oakland Path Re-housing Initiative (OPRI) serves formerly homeless families who have been in Oakland's Permanent And Transitional Housing (PATH) program for at least a year and now need assistance to attain full independent housing stability. BF is assisting up to 40

families through “step-down” services, i.e. lighter touch case management services (check-ins by phone or face to face as needed) that assist them with maintaining benefits and increasing income, accessing job training or educational programs, job search support, money management, and ongoing mental health support.

### Services Description

Building Futures will be the primary provider of resident services including a Resident Services Coordinator, case managers, clinical supervision, and overall site manager. Staff will be stationed on-site to provide day-to-day services for all Residents. Building Futures will also facilitate third party specialized services including economic empowerment specialists from the Alameda Point Collaborative and a nurse and mental health specialist.

Supportive services will be provided at no cost to residents.

Together, the services menu will include a full range of services depending on the needs of the residents these services could include case management, counseling, job training and placement; substance abuse counseling and support groups; domestic violence support groups; youth afternoon and evening activities and tutoring; computer training; individual, couple and family counseling; housing information and referral; household donations and emergency food, and other services necessary to meet the needs of homeless families and individuals in the City of Alameda. The roles of the Resident Service Coordinator and Case Managers are described below.

### Resident Services Coordinator

The Resident Services Coordinator (RSC) focuses on:

- 1) individual service coordination, with the goal of connecting tenants to services available in the community
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The RSC assesses and connects residents with a wide range of services depending upon the household's concerns and goals. The RSC will provide residents with information and referral support, assessment and service plan development, tenant leadership development, lease counseling, life skills counseling/training, accessing primary and behavioral health services, employment skills development, benefit navigation, food assistance, and other needs that may be barriers to housing retention. The RSC coordinates community building activities that facilitate support systems and authentic connections among residents. Sample activities include but are not limited to: neighborhood safety watch walks, choirs, arts and crafts, resident art galleries, game night, movie night, computer classes, ESL, dancing and meditation, gardening, cooking, and political organizing. Activity programming will vary based on the needs and desires of the residents of North Housing PSH I and will be planned in conjunction with Property Management.

### Case Management

Building Futures will provide free intensive case management services for residents in special needs units at North Housing PSH I. Services will include assessment, safety planning, domestic violence support groups, psycho-educational workshops, trauma-informed care, employment skill development, child care resources, and more depending on household needs. Behavioral health services will be provided by an appropriately licensed organization and/or individual.

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The case plan developed by each resident and her case manager addresses health, safety, and related issues e.g. access to health care, referrals to mental health or substance use services, assistance with getting a temporary restraining order for domestic violence, or advocacy around an open Child Protective Services case. The plan also addresses goals such as finding employment, accessing drug and alcohol abuse programs, etc. While the resident works with the case manager, life skills groups at the shelter address subjects such as how to be a good tenant, conflict resolution, budgeting, healthy relationships, parenting skills, and how to maintain an apartment. When residents transition out of a BF shelter into permanent housing, the case manager provides a “warm hand off” to other service providers or another BF team to continue the family’s progress toward maintaining safe housing and rebuilding their lives and their well-being.

### Service and Activities Space

North Housing PSH I will include a community room, outdoor patio, a services space with private counseling rooms, laundry and parking for both bicycles and cars. The community lounge hosts community activities and services and can accommodate small or large group meetings and workshops, and social activities such as coffee hour, crafts, homework help, book club, computer classes, etc. The central interior courtyard provides outdoor space for programming, social gatherings and celebrations. Garden beds will provide fully accessible gardening opportunities and support nutrition programs.

### Technology Plan

All of the units at North Housing PSH I will support high-speed DSL internet access. Residents will be able to connect their own devices to public Wi-Fi in the common room anytime. The Resident Service Coordinator will coordinate with community organizations and volunteers to provide bi-lingual computer assistance for residents, depending on the language needs.

Drop-in classes will assist with basic orientation to computer use, such as email, online safety, computer care and search engines. Volunteers may help with other activities of interest to the residents, such as cover letter and resume writing, researching health and medical conditions, and using Skype to communicate with family internationally.

# North Housing PSH I

## *Draft Supportive Services Plan and Budget*

### Services Funding and Population Overlay

At initial occupancy, funds for Resident Services at North Housing PSH I are anticipated to stem from the project operating budget and Alameda County funds from the Alameda County Behavioral Health Care Services Department.

The operating contributions to services in the first year will be \$220,000 for North Housing PSH I. These funds are secure through the 15 year compliance period and expected to escalate annually. The remaining \$396,000 are expected to stem from Alameda County Behavioral Health Care Services. Together, this funding provides staffing and administration of the overall services program for all North Housing PSH I residents.

### North Housing PSH I Resident Services Budget and Projected Funding Sources, Year One

|                                       | Operating Budget | County Funds (uncommitted) | Total          |
|---------------------------------------|------------------|----------------------------|----------------|
| Building Futures Staff (incl. fringe) |                  |                            |                |
| RSC (1.0 FTE)                         | 79,950           | -                          | <b>79,950</b>  |
| CM (.3 FTE) (1:160 BR Ratio)*         | 27,675           | -                          | <b>27,675</b>  |
| CM (2.7 FTE)                          | -                | 249,075                    | <b>249,075</b> |
| Clinical Supervision (.1 FTE)         | -                | 11,070                     | <b>11,070</b>  |
| Site Manager (.5 FTE)                 | 6,210            | 49,140                     | <b>55,350</b>  |
| Part Time Specialists (incl fringe)   |                  |                            |                |
| Nurse (.4 FTE)                        | -                | 36,900                     | <b>36,900</b>  |
| Mental Health (.2 FTE)                | -                | 22,140                     | <b>22,140</b>  |
| Economic Empowerment (.2 FTE)         | 15,990           | -                          | <b>15,990</b>  |
| Supplies, Equipment, Leases           | 28,575           | 27,675                     | <b>56,250</b>  |
| Overhead                              | 61,600           | -                          | <b>61,600</b>  |
| <b>Total</b>                          | <b>220,000</b>   | <b>396,000</b>             | <b>616,000</b> |

\*licensed



### Background

In 2007, the US Navy declared forty-two (42) acres of the former Alameda Naval Air Station (“NAS Alameda”) as surplus (the “North Housing Parcel”). Pursuant to the McKinney-Vento Homeless Assistance Act of 1987 (42 U.S.C. § 11412) (the “Act”) and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (10 U.S.C. 2687) (“BRAC”), the North Housing Parcel was made available to state and local governments and nonprofit organizations in order to meet the housing and service needs of the local homeless population. In 2008 the City of Alameda proposed the creation of a new development that would consist of ninety (90) permanent affordable housing units with supportive services to homeless households (the “Residents”) in the City of Alameda (the “Proposed Project”). In 2012, HUD formally approved the release of the North Housing Parcel to the City of Alameda and the Alameda Housing Authority because of its commitment to provide permanent supportive housing on a portion of the site.

The North Housing Parcel was formally delivered to the Alameda Housing Authority (“Authority”) from the City of Alameda in 2019 and the Authority facilitated completion of backbone infrastructure and site preparation so that vertical construction could commence. The new development is intended to create stable, permanent options for those leaving Alameda's homeless programs, including shelter and transitional housing facilities.

The Authority is the fee owner of the land and is responsible for developing and managing the Project. Building Futures with Women and Children (Building Futures”) is the lead service provider for the development and shall be responsible for providing supportive services to the Project and its Residents which fill gaps in the existing continuum of care.

### Project and Population Description

North Housing Permanent Supportive Housing I is located at corner of Mosely Avenue and Lakehurst Circle in the City of Alameda. When complete, the development will provide 44 units of permanently affordable supportive housing, plus one manager's unit, for extremely and very low-income homeless households. All Residents will likely be referred by Alameda County's Coordinated Entry System (CES) which prioritizes homeless households with the highest needs, in partnership with the Alameda Housing Authority. Residents from the City of Alameda will have a preference for the new PSH units to the greatest extent allowable.

The Project is intended to be constructed in two phases totaling 91 units. North Housing PSH I includes 44 permanent supportive housing units plus one manager's unit for a total of 45 units. North Housing PSH II will have a total of 46 permanent supportive housing units. The two projects combined will have a total of 91 units with 90 PSH rental units plus one manager's unit. At full buildout the Project will consist of 50 studios, 40 1-bedroom units plus one 2-bedroom unit.

This Services Plan focuses on the North Housing PSH I development which includes 24 studios, 20 1-bedroom units and 1 2-bedroom unit for the building manager.

### Lead Service Provider: Building Futures Qualifications

Building Futures has provided services to families in crisis since 1988. Its mission is to help women and children in crisis become safely and supportively housed, free from homelessness and domestic violence. For over 30 years Building Futures (BF) has provided services to reduce homelessness and domestic violence in Alameda County. Throughout its existence, it has provided general homelessness services to individuals and families, with specialization in serving women with children, single women and those who are survivors of domestic violence (DV). From its founding in 1986 as a winter shelter in a San Leandro church, Building Futures has evolved into a housing first, trauma-informed agency to help families and individuals find stable shelter and then rebuild their lives. In addition to three emergency shelters and supportive permanent housing, services include street outreach teams; two winter shelters for men and women; a 24-hour, toll-free domestic violence crisis line; two housing resource centers providing housing navigation, referrals, and rental assistance; and many strong partnerships that help high-need individuals and families become sheltered and stay housed with supportive services.

In FY 2020-21, BF served 5,249 people, including 337 in shelters, 729 through non-shelter programs, and handled 4,183 calls received on the domestic violence crisis line or Coordinated Entry Services contacts. The emergency shelters housed 124 children under 18, 37% of the residents.

Building Futures has extensive experience providing supportive housing programs. Specifically:

Bessie Coleman Court is a 52-unit apartment complex at Alameda Point. BF provides permanent supportive housing for approximately 70 formerly homeless households, who have experienced domestic violence and have a physical or mental disability. Every BCC resident has a case manager and access to a range of services including support groups, community gatherings, clothing and household items, support groups and life skills training. Additional services are available at nearby Alameda Point Collaborative Multi-Service Center.

Welcome Home San Leandro is a partnership with Alameda County's Housing and Community Development department and the City of San Leandro, provides rent and supportive services for 25 San Leandro residents who have experienced homelessness for at least a year – or repeatedly- while struggling with a disabling condition such as a serious mental illness, substance use disorder, or physical disability.

Redwood Hills Townhomes is a partnership with Satellite Affordable Housing Associates (SAHA), and opened in East Oakland in 2019. SAHA selected BF as one of the contract agencies that provides supportive services to residents.

Alameda County Health Care Services Agency (HCSA) contracted with BF last year to provide housing navigation and tenancy sustaining services for homeless and formerly homeless individuals living in HSCA-designated permanent supportive or rapid rehousing units, and administer one-time client move-in funds for consumers transitioning to affordable housing.

The City of Oakland Path Re-housing Initiative (OPRI) serves formerly homeless families who have been in Oakland's Permanent And Transitional Housing (PATH) program for at least a year and now need assistance to attain full independent housing stability. BF is assisting up to 40

families through “step-down” services, i.e. lighter touch case management services (check-ins by phone or face to face as needed) that assist them with maintaining benefits and increasing income, accessing job training or educational programs, job search support, money management, and ongoing mental health support.

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