
ALAMEDA AFFORDABLE HOUSING CORPORATION

701 Atlantic Avenue, Alameda, CA 94501

AGENDA

DATE & TIME

REGULAR MEETING OF THE BOARD OF DIRECTORS

Wednesday, August 18, 2021 - 7:01 PM

LOCATION

Pursuant to Executive Order Numbers N-29-20 and N-35-20 signed by Governor Gavin Newsom and guidance provided by legal counsel, a local legislative body, such as the Board of Directors is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. All requirements in the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or the public as a condition of participation in or a quorum for a public meeting have been waived.

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

Join Zoom Meeting:

<https://zoom.us/j/94439172029?pwd=dklKOTRTSzQ3RlhHb1o3SIExamlDdz09>

Meeting ID: 944 3917 2029

Passcode: 446100

One tap mobile:

1-669-900-9128, 94439172029#, *446100# US (San Jose)

1-346-248-7799, 94439172029#, *446100# US (Houston)

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

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

- Send an email with your comment(s) to jpolar@alamedahsg.org and vcooper@alamedahsg.org prior to or during the Board of Directors meeting
- Call and leave a message at (510) 871-7435.

When addressing the Board, on agenda items or business introduced by Directors, members of the public may speak for a maximum of three minutes per agenda item when the subject is before the Board.

Persons in need of special assistance to participate in the meetings of the Alameda Affordable Housing Corporation Board of Directors, please contact (510) 747-4325 (voice), TTY/TRS: 711, or jpolar@alamedahsg.org. Notification 48 hours prior to the meeting will



enable the Alameda Affordable Housing Corporation Board of Directors to make reasonable arrangements to ensure accessibility.

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors

2. Public Comment (Non-Agenda)

3. CONSENT CALENDER

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

3.A. Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on July 21, 2021

3.B. Authorize the Executive Director or Designee to negotiate and execute Renewal Agreements with Comcast for Eagle Village, Esperanza, Parrott Village, Anne B. Diamant, China Clipper & Independence Plaza

4. AGENDA

4.A. Approve the Facility Use Agreement between the Alameda Affordable Housing Corporation, as landlord, and Alameda Family Service, as tenant, for Use of Real Property as office space Located at Esperanza Multi-Use Center, 1903 3rd Street in the City of Alameda, County of Alameda, and Authorize the Executive Director or designee to Execute the Facility Use Agreement

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

6. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

7. ADJOURNMENT OF REGULAR MEETING

* * * Note * * *

Documents related to this agenda are available for public inspection and copying at the Alameda Affordable Housing Corporation office, 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 the Alameda Affordable Housing Corporation's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Alameda Affordable Housing Corporation accommodate these individuals.



ALAMEDA AFFORDABLE HOUSING CORPORATION

701 Atlantic Avenue, Alameda, CA 94501

DRAFT MINUTES

ALAMEDA AFFORDABLE HOUSING CORPORATION MEETING WEDNESDAY, JULY 21, 2021

Alameda Affordable Housing Corporation (AAHC) Meeting

Open Alameda Affordable Housing Corporation Meeting (The Board of Commissioners of the Housing Authority of the City of Alameda serving in their capacity as Board of Directors of the Alameda Affordable Housing Corporation)

1. ROLL CALL - Board of Commissioners

Present: Director Tamaoki, Director Grob, Director Kay,
Director Rickard, and Director Sidelnikov

Absent: Director Hadid

2. Public Comment (Non-Agenda)

None.

3. AAHC AGENDA

***Note:** The below items are numbered in accordance to the Agenda of the combined July 18, 2021 meetings of the AAHC and Board of Commissioners. This Agenda can be found here:
<http://www.alamedahsg.org/common/pages/DisplayFile.aspx?itemId=17910106>

- 12-A. Establish the Alameda Housing Trust Fund, Authorize the Executive Director to Negotiate and Approve a Five-Year Service Agreement between the Housing Authority and the AAHC to Administer the Alameda Housing Trust Fund; Receive Grant Funds from the Housing Authority of the City of Alameda, and Approve the Initial Guidelines

Vanessa Cooper, Executive Director stated that items 12-A thru 12-C mirror items 5-A thru 5-C of the Board of Commissioners meeting.

Sylvia Martinez, Director of Housing Development presented a summary of the amendments to items 12-A and 12-C.

- 12-B. Approve a Contingent Loan Commitment of \$6,666,666M to Island City Development with \$3.3M for each of the two North Housing Permanent Supportive Housing Development Projects: PSH Phase I and PSH Phase II and Authorize President to Negotiate and Execute Loan Documents.



- 12-C. Authorize AAHC to apply for Local Housing Trust Fund funds for an amount not to exceed \$3,333,333; Authorize AAHC to issue and enter a Letter of Intent with Island City Development for the conditional commitment of an amount not to exceed \$6,666,667 in Alameda Affordable Housing Trust Funds and \$3,333,333 in Local Housing Trust Fund funds to be split between North Housing PSH Phase I and PSH Phase II developments.

Vice-Chair Grob moved to approve items 12-A thru 12-C, with the amounts to be changed to the presented Option 6, as a 3:1 match ratio, and to modify the affordability levels in the Guidelines to meet the minimum set forth by the State for future projects, and Commissioner Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken and the motion passed unanimously.

Yes 5 Director Tamaoki, Director Grob, Director Kay
Director Rickard, and Director Sidelnikov

***Note:** Following is the table that reflects “Option 6” as referred to in the above action:

How much to fund					
LHTF Funding options					
Options	AHA Match	State Request	Total	Total Committed	Competitive Points
1	5,000,000	5,000,000	10,000,000	10,000,000	2.00
2	5,000,000	2,500,000	7,500,000	7,500,000	3.00
3	3,000,000	1,500,000	4,500,000	4,500,000	3.00
4	6,666,667	3,333,333	10,000,000	10,000,000	3.00
5	10,000,000	5,000,000	15,000,000	15,000,000	3.00
6	7,500,000	2,500,000	10,000,000	10,000,000	4.00
7	6,666,667	2,222,222	8,888,889	8,888,889	4.00
8	15,000,000	5,000,000	20,000,000	20,000,000	4.00

4. ADJOURNMENT

Director Tamaoki adjourned the meeting at 8:43 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Kenji Tamaoki, President
Board of Directors



To: Board of Directors

From: Stephanie Shipe, Director of Portfolio Management

Prepared By: Stephanie Shipe, Director of Portfolio Management

Date: August 18, 2021

Re: Authorize the Executive Director or Designee to negotiate and execute Renewal Agreements with Comcast for Eagle Village, Esperanza, Parrott Village, Anne B. Diamant, China Clipper & Independence Plaza

BACKGROUND

Eagle Village, Esperanza, Parrott Village, Anne B. Diamant, China Clipper, and Independence Village are all existing properties owned by Alameda Affordable Housing Corporation. These agreements allow Comcast to work on the data lines for each property.

DISCUSSION

This request pertains to an Access Agreement with Comcast that was previously established under AHA's prior ownership of Eagle Village, Esperanza, Parrott Village, Anne B. Diamant, China Clipper, and Independence Village. This agreement will allow Comcast technicians access to the property and units to install and maintain their equipment.

FISCAL IMPACT

This Access Agreement will have no fiscal impact. Comcast is responsible for installing, maintaining, and operating their equipment.

CEQA

N/A

RECOMMENDATION

Authorize the Executive Director or Designee to negotiate and execute Renewal Agreements with Comcast for Eagle Village, Esperanza, Parrott Village, Anne B. Diamant, China Clipper, & Independence Plaza.

ATTACHMENTS



1. 16-A Attachment 1_Independence Plaza - Renewal_Final 7.20.21
2. 16-A Attachment 2_Anne B. Diament Plaza - Renewal 6.29.21
3. 16-A Attachment 3_China Clipper Plaza - Renewal 6.29.21
4. 16-A Attachment 4_Parrot Village - Renewal_Final 7.20.21
5. 16-A Attachment 5_Esperanza - Renewal_Final 7.20.21
6. 16-A Attachment 6_Eagle Village - Renewal 7.20.21

Respectfully submitted,

Stephanie Shipe

Stephanie Shipe, Director of Portfolio Management

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Alameda Affordable Housing Corporation	Property Address 1:	703-711 Atlantic Ave
Property Name:	Independence Plaza	Address 2:	
Number of Units:	186	City, State, Zip:	Alameda, CA 94501

Agreement Term

This Agreement begins on 7/1/2021 ("Effective Date") and shall remain in effect for a term of 3 year(s) from 7/1/2021 (the "Initial Term"). This Agreement shall automatically renew for 2 successive periods of 1 Year (each, a "Renewal Term"), unless either party terminates or provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Wiring

Company has non-exclusive use of the home run wiring and non-exclusive use of the home wiring.

Marketing Rights at the Property

Customer's Marketing Support shall be as follows:

Service	Type of Marketing
TV	No Marketing
Internet	No Marketing
Voice	No Marketing

Notwithstanding anything in the Terms and Conditions to the contrary, Company is not permitted to market using door hangers.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." The parties, intending to be legally bound agree to be bound by the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Alameda Affordable Housing Corporation

Company: Comcast Cable Communications Management, LLC

By: _____

By: _____

Name: Vanessa Cooper
Title: Executive Director

Name: Keith Turner
Title: Regional Vice President, Sales and Marketing

ADDRESSES FOR LEGAL NOTICES	
To Customer:	To Company:
Alameda Affordable Housing Corporation 701 Atlantic Ave Alameda, CA 94501	Comcast Cable Communications Management, LLC 3011 Triad Place, Livermore, CA 94551
	With a copy to:
	Comcast Cable Communications Management, LLC 1701 JFK Blvd Philadelphia, PA 19103 Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. Wiring.

(a) Definitions.

- i. **“Demarcation Points”** means the point or points at which the Distribution System connects to the Home Run Wiring.
- ii. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to the Demarcation Points on the Property, and may include, but not be limited to, distribution cables, amplifiers, pedestals, lock boxes, passive and electronic devices and other equipment. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- iii. **“Exclusive Wiring”** means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.
- iv. **“Home Wiring”** means the wiring within each unit from the first splitter or multimedia panel (as applicable) to wall plates.
- v. **“Home Run Wiring”** means the wiring from the Demarcation Points to the first splitter or multimedia panel (as applicable) within each unit.
- vi. **“Inside Wiring”** consists of Home Run Wiring and Home Wiring.
- vii. **“Non-Exclusive Wiring”** means those portions of the Inside Wiring that are not Exclusive Wiring.
- viii. **“System”** consists of the Distribution System and Inside Wiring.

(b) Wiring. The Inside Wiring and the Distribution System have already been installed on the Property. Any additional work to be performed by Company shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.

(c) Ownership of Wiring. The Distribution System is and will remain the personal property of Company. The Inside Wiring is and will remain the property of Customer.

(d) Use and Maintenance of Wiring. Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operate and use the Non-Exclusive Wiring. The Customer shall not, and shall not knowingly permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. At its expense, Company shall maintain, repair and replace the Exclusive Wiring as necessary to provide the Services. At its expense, Customer shall maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to maintain the Non-Exclusive Wiring in accordance with Company’s technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer’s on-site personnel) and request the repairs. If the repairs are not made within 30 days after receipt of such notice, Company may (i) suspend delivery of the Services to the Property until repairs are made by Customer or (ii) if repairs are not made by Customer within 30 days after notice is provided by Company, Company has the right but not the obligation to repair the cable home run and/or cable home wiring as necessary and charge the Owner for all materials and labor expended by the Company, not to exceed \$500.00 per unit. If the charges exceed \$500.00 Company will obtain prior written approval from Customer before to making repairs.

- (e) **In-Unit Wiring.** Company shall have the right to interconnect with and use any wiring owned or controlled by Customer within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by Company.

2. **Delivery of Service.**

- (a) Customer grants to Company the non-exclusive right to deliver its products and services ("Services") to the Property and, the right, at Company's expense, to operate and use the System in accordance with the terms herein to deliver the Services.
- (b) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver such services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property; or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.
- (c) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property. Customer is not responsible for the return of any Company equipment contracted for by residents.
- (d) Notwithstanding anything to the contrary contained herein, Company acknowledges that Customer may enter into agreements with other service providers for services similar to the services that are the subject of this Agreement.

3. **Fees and Charges for Services.** The terms, conditions, charges and fees for the Services provided to residents at the Property shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by Company.

4. **Access.**

- (a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours for the purposes of installing, disconnecting and auditing Service and exercising Company's rights and obligations under the Agreement. Non-access to a common area during the hours of 7am to 7 pm does not constitute default under the agreement. Customer shall use reasonable efforts, during its operating hours of Monday through Friday, 9:00am to 5:00pm, to grant Company access to common areas and parts of the Property it does not have direct control over for the same purposes.. Company personnel will not enter into any occupied unit without the resident's consent or an adult representative of the resident present. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident. Company shall use commercially reasonable efforts not to disturb the quiet use and enjoyment of the Property by Customer or the residents.
- (b) Company, at its expense, agrees to repair and/or replace any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to repair and/or replace the Property, then Customer may, upon giving Company written notice and at least 45 days to commence and diligently pursue completion of the repairs and/or replacements, undertake the repairs and/or replacements

itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

- (c) When on Property, Company shall not conduct door-to-door solicitation without the written consent of Customer;

5. **Indemnification.** To the extent allowed by applicable law, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and costs)(collectively, "Damages") incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) noncompliance with applicable laws (iii) breach or inaccuracy of any representation or warranty made hereunder or (iv) any injury (including death), damage or loss to persons or property. The Indemnified Party agrees to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim (at Indemnifying Party's cost). In the event that the Secretary of the Department of Housing and Urban Development ("HUD") succeeds to the interests of Customer, any obligations of Customer "or its successors and assigns" to indemnify the Company or to hold the Company harmless under this Agreement, and any obligation of Customer to participate in arbitration proceedings, shall be held in abeyance, without prejudice to the Company, until such time as HUD has transferred the property to a new third party owner, who shall be automatically deemed to have assumed all such obligations hereunder effective immediately upon recording of the deed from HUD to the new owner. This Section 5 shall survive termination and expiration of this Agreement for a period of 3 months.
6. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
7. **Termination.**
 - (a) **Default.** In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have 60 days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 60 day period, the non-defaulting Party may terminate this Agreement upon 30 days' written notice without further liability of either party.
 - (b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.
8. **Removal of Distribution System.**
 - (a) Upon expiration or termination of this Agreement, Company shall have 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed

abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.

- (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

Dispute Resolution

9. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.

Marketing Support

Website Link

10. **Interference.** If any device or facility belonging to a resident or Customer does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the Property or, at Company's discretion, to the individual until such non-conformance is cured by Customer or resident, as the case may be.
11. **Assignability; Binding Effect.** In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall give Company prior written notice of such change of ownership or control. Customer shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. After such assumption by a new owner or controlling party, Customer shall not be liable for obligations under this Agreement which accrue on or after the date of such assignment. Company may assign this Agreement without the consent of Customer to any entity controlled by or under common control with Company, to any entity acquiring all or substantially all of Company's assets in the franchise area or any surviving entity following a merger, acquisition or consolidation. The assignee shall agree in writing to be bound by all the terms and conditions hereof.
12. **Representations and Warranties.** Each party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. Customer represents and warrants that it either owns the property or that it has the authority to grant the rights herein to Company. In the event of a breach of these representations and warranties, Company shall have the right to immediately cease performance under this Agreement and/or terminate this Agreement without further liability to Company.
13. **Miscellaneous Provisions**
- (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million

Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.

- (c) Force Majeure. Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a Party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation, provided the subject party of the force majeure event provides written notice to the other party promptly after the commencement of such force majeure event.
- (d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other Party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Except as otherwise required by applicable law, each Party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business. Company hereby acknowledges and agrees that Customer is subject to the disclosure requirements set forth in the California Public Records Act (California Government Code Section 6250 et seq.)

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Alameda Affordable Housing Corporation	Property Address 1:	920 Park St
Property Name:	Anne B. Diamant Plaza	Address 2:	
Number of Units:	65	City, State, Zip:	Alameda, CA 94501

Agreement Term

This Agreement begins on 7/1/2021 ("Effective Date") and shall remain in effect for a term of 3 year(s) from 7/1/2021 (the "Initial Term"). This Agreement shall automatically renew for 2 successive periods of 1 Year (each, a "Renewal Term") 1 Year, unless either party terminates or provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Wiring

Company has nonexclusive use of the home run wiring and nonexclusive use of the home wiring.

Marketing Rights at the Property

Service	Type of Marketing
TV	No Marketing
Internet	No Marketing
Voice	No Marketing

Notwithstanding anything in the Terms and Conditions to the contrary, Company is not permitted to market using door hangers.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Alameda Affordable Housing Corporation

Company: Comcast Cable Communications Management, LLC:

By: _____

By: _____

Name: Vanessa Cooper

Name: Keith Turner

Title: Executive Director

Title: Regional Vice President, Sales and Marketing

ADDRESSES FOR LEGAL NOTICES	
To Customer:	To Company:
Alameda Affordable Housing Corporation 701 Atlantic Ave Alameda, CA 94501	Comcast Cable Communications Management, LLC 3011 COMCAST PLACE, LIVERMORE CA 94551
	With a copy to:
	Comcast Cable Communications Management, LLC 1701 JFK Blvd Philadelphia, PA 19103 Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. **Wiring.**

(a) Definitions.

- i. **"Demarcation Point(s)"** means the point(s) at which the Distribution System connects to the home run wiring.
- ii. **"Distribution System"** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to Demarcation Point(s) on the Property, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment, and devices. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- iii. **"Exclusive Wiring"** means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.
- iv. **"home wiring"** consists of the wiring within each unit after the multimedia panel to wall plates.
- v. **"home run wiring"** consists of the wiring from the intermediate distribution facility to the multimedia panel within each unit.
- vi. **"Inside Wiring"** consists of cable home run wiring and cable home wiring.
- vii. **"Non-Exclusive Wiring"** means those portion of the Inside Wiring that are not Exclusive Wiring.
- viii. **"System"** consists of the Distribution System and Inside Wiring.

- (b) Wiring. The Inside Wiring and the Distribution System have already been installed on the Property. Any additional work to be performed by Company shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission ("FCC") regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation and use of the wiring as set forth herein.
- (c) Ownership of Wiring. The Distribution System is and will remain the personal property of Company. The Inside Wiring is and will remain the property of Customer.
- (d) Use and Maintenance of Wiring. Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operation and use the Non-Exclusive Wiring. The Customer shall not, and shall not knowingly permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. Company shall, at its expense, maintain, repair and replace, as necessary to provide the Services, the Exclusive Wiring. Customer grants Company the non-exclusive right to operate and use the Non-Exclusive Wiring. Customer shall, at its expense, maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to maintain the Non-Exclusive Wiring in accordance with Company's technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer's on-site personnel) and request the repairs. If the repairs are not made within 30 days after the notice, Company may (i) suspend delivery of the Services to the Property until repairs are made by Customer or (ii) if repairs are not made by Customer within 30 days after notice is provided by Company, Company has the right but not the obligation to repair the cable home run and/or cable home wiring as necessary and charge the Owner for all materials and labor expended by the Company, not to exceed \$500.00 per unit. If the charges exceed \$500.00 Company will obtain prior written approval from Customer before to making repairs.

- (e) **In-Unit Wiring.** Company shall have the right to interconnect with and use any wiring owned or controlled by Customer within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by Company.

2. **Delivery of Service.**

- (a) Customer grants to Company the non-exclusive right to deliver its products and services ("Services") to the Property and, the right, at Company's expense, to operate and use the System in accordance with the terms herein to deliver the Services.
- (b) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver such services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property; or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.
- (c) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property. Customer is not responsible for the return of any Company equipment contracted for by residents.
- (d) Notwithstanding anything to the contrary contained herein, Company acknowledges that Customer may enter into agreements with other service providers for services similar to the services that are the subject of this Agreement.

3. **Fees and Charges for Services.** The terms, conditions, charges and fees for the Services provided to residents at the Property shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by Company.

4. **Access.**

- (a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours for the purposes of installing, disconnecting and auditing Service and exercising Company's rights and obligations under the Agreement. Non-access to a common area during the hours of 7am to 7 pm does not constitute default under the agreement. Customer shall use reasonable efforts, during its operating hours of Monday through Friday, 9:00am to 5:00pm, to grant Company access to common areas and parts of the Property it does not have direct control over for the same purposes.. Company personnel will not enter into any occupied unit without the resident's consent or an adult representative of the resident present. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident. Company shall use commercially reasonable efforts not to disturb the quiet use and enjoyment of the Property by Customer or the residents.
- (b) Company, at its expense, agrees to repair and/or replace any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to repair and/or replace the Property, then Customer may, upon giving Company written notice and at least 45 days to commence and diligently pursue completion of the repairs and/or replacements, undertake the repairs and/or replacements

itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

- (c) When on Property, Company shall not conduct door-to-door solicitation without the written consent of Customer;

5. **Indemnification.** To the extent allowed by applicable law, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and costs)(collectively, "Damages") incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) noncompliance with applicable laws (iii) breach or inaccuracy of any representation or warranty made hereunder or (iv) any injury (including death), damage or loss to persons or property. The Indemnified Party agrees to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim (at Indemnifying Party's cost). In the event that the Secretary of the Department of Housing and Urban Development ("HUD") succeeds to the interests of Customer, any obligations of Customer "or its successors and assigns" to indemnify the Company or to hold the Company harmless under this Agreement, and any obligation of Customer to participate in arbitration proceedings, shall be held in abeyance, without prejudice to the Company, until such time as HUD has transferred the property to a new third party owner, who shall be automatically deemed to have assumed all such obligations hereunder effective immediately upon recording of the deed from HUD to the new owner. This Section 5 shall survive termination and expiration of this Agreement for a period of 3 months.
6. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
7. **Termination.**
 - (a) **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days' written notice without further liability of either party.
 - (b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.
8. **Removal of Distribution System.**
 - (a) Upon expiration or termination of this Agreement for any reason, Company shall have a period of 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property

caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.

- (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

Dispute Resolution

9. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.

Marketing Support

10. **Interference.** If any device or facility belonging to a resident or Customer does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the Property or, at Company's discretion, to the individual until such non-conformance is cured by Customer or resident, as the case may be.
11. **Assignability; Binding Effect.** In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall give Company prior written notice of such change of ownership or control. Customer shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. After such assumption by a new owner or controlling party, Customer shall not be liable for obligations under this Agreement which accrue on or after the date of such assignment. Company may assign this Agreement without the consent of Customer to any entity controlled by or under common control with Company, to any entity acquiring all or substantially all of Company's assets in the franchise area or any surviving entity following a merger, acquisition or consolidation. The assignee shall agree in writing to be bound by all the terms and conditions hereof.

Assignability; Binding Effect

12. **Representations and Warranties.** Each party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. Customer represents and warrants that it either owns the property or that it has the authority to grant the rights herein to Company. In the event of a breach of these representations and warranties, Company shall have the right to immediately cease performance under this Agreement and/or terminate this Agreement without further liability to Company.

13. Miscellaneous Provisions

- (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million

Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.

- (c) Force Majeure. Neither party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation, provided the subject party of the force majeure event provides written notice to the other party promptly after the commencement of such force majeure event.
- (d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business. Company hereby acknowledges and agrees that Customer is subject to the disclosure requirements set forth in the California Public Records Act (California Government Code Section 6250 et seq.)

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Alameda Affordable Housing Corporation	Property Address 1:	460 Buena Vista Ave
Property Name:	China Clipper Plaza	Address 2:	
Number of Units:	26	City, State, Zip:	Alameda, CA 94501

Agreement Term

This Agreement begins on 7/1/2021 ("Effective Date") and shall remain in effect for a term of 3 year(s) from 7/1/2021 (the "Initial Term"). This Agreement shall automatically renew for 2 successive periods of 1 Year (each, a "Renewal Term"), unless either party terminates or provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Wiring

Company has non-exclusive use of the home run wiring and non-exclusive use of the home wiring.

Marketing Rights at the Property

Service	Type of Marketing
TV	No Marketing
Internet	No Marketing
Voice	No Marketing

Notwithstanding anything in the Terms and Conditions to the contrary, Company is not permitted to market using door hangers.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Alameda Affordable Housing Corporation

Company: Comcast Cable Communications Management, LLC:

By: _____

By: _____

Name: Vanessa Cooper

Name: Keith Turner

Title: Executive Director

Title: Regional Vice President, Sales and Marketing

ADDRESSES FOR LEGAL NOTICES	
To Customer:	To Company:
Alameda Affordable Housing Corporation 701 Atlantic Ave Alameda, CA 94501	Comcast Cable Communications Management, LLC 3011 COMCAST PLACE, LIVERMORE CA 94551
	With a copy to:
	Comcast Cable Communications Management, LLC 1701 JFK Blvd Philadelphia, PA 19103 Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. **Wiring.**

(a) **Definitions.**

- i. **“Demarcation Point(s)”** means the point(s) at which the Distribution System connects to the home run wiring.
- ii. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to Demarcation Point(s) on the Property, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment, and devices. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- iii. **“Exclusive Wiring”** means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.
- iv. **“home wiring”** consists of the wiring within each unit after the multimedia panel to wall plates.
- v. **“home run wiring”** consists of the wiring from the intermediate distribution facility to the multimedia panel within each unit.
- vi. **“Inside Wiring”** consists of cable home run wiring and cable home wiring.
- vii. **“Non-Exclusive Wiring”** means those portion of the Inside Wiring that are not Exclusive Wiring.
- viii. **“System”** consists of the Distribution System and Inside Wiring.

(b) **Wiring.** The Inside Wiring and the Distribution System have already been installed on the Property. Any additional work to be performed by Company shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.

(c) **Ownership of Wiring.** The Distribution System is and will remain the personal property of Company. The Inside Wiring is and will remain the property of Customer.

(d) **Use and Maintenance of Wiring.** Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operate and use the Non-Exclusive Wiring. The Customer shall not, and shall not knowingly permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. Company shall, at its expense, maintain, repair and replace, as necessary to provide the Services, the Exclusive Wiring. Customer grants Company the non-exclusive right to operate and use the Non-Exclusive Wiring. Customer shall, at its expense, maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to maintain the Non-Exclusive Wiring in accordance with Company’s technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer’s on-site personnel) and request the repairs. If the repairs are not made within 30 days after the notice, Company may (i) suspend delivery of the Services to the Property until repairs are made by Customer or (ii) if repairs are not made by Customer within 30 days after notice is provided by Company, Company has the right but not the obligation to repair the cable home run and/or cable home wiring as necessary and charge the Owner for all materials and labor expended by the Company, not to exceed \$500.00 per unit. If the charges exceed \$500.00 Company will obtain prior written approval from Customer before to making repairs.

- (e) **In-Unit Wiring.** Company shall have the right to interconnect with and use any wiring owned or controlled by Customer within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by Company.

2. **Delivery of Service.**

- (a) Customer grants to Company the non-exclusive right to deliver its products and services ("Services") to the Property and, the right, at Company's expense, to operate and use the System in accordance with the terms herein to deliver the Services.
- (b) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver such services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property; or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.
- (c) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property. Customer is not responsible for the return of any Company equipment contracted for by residents.
- (d) Notwithstanding anything to the contrary contained herein, Company acknowledges that Customer may enter into agreements with other service providers for services similar to the services that are the subject of this Agreement.

3. **Fees and Charges for Services.** The terms, conditions, charges and fees for the Services provided to residents at the Property shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by Company.

4. **Access.**

- (a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours for the purposes of installing, disconnecting and auditing Service and exercising Company's rights and obligations under the Agreement. Non-access to a common area during the hours of 7am to 7 pm does not constitute default under the agreement. Customer shall use reasonable efforts , during it's operating hours of Monday through Friday , 9:00am to 5:00pm, to grant Company access to common areas and parts of the Property its does not have direct control over for the same purposes. Company personnel will not enter into any occupied unit without the resident's consent or an adult representative of the resident present "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident. Company shall use commercially reasonable efforts not to disturb the quiet use and enjoyment of the Property by Customer or the residents.
- (b) Company, at its expense, agrees to repair and/or replace any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to repair and/or replace the Property, then Customer may, upon giving Company written notice and at least 45 days to commence and

diligently pursue completion of the repairs and/or replacements, undertake the repairs and/or replacements itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

Access - No Easement Section

(c) When on Property, Company shall not conduct door-to-door solicitation without the written consent of Customer;

5. **Indemnification.** To the extent allowed by applicable law, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and costs)(collectively, "Damages") incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) noncompliance with applicable laws (iii) breach or inaccuracy of any representation or warranty made hereunder or (iv) any injury (including death), damage or loss to persons or property. The Indemnified Parties agree to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim (at Indemnifying Party's cost). In the event that the Secretary of the Department of Housing and Urban Development ("HUD") succeeds to the interests of Customer, any obligations of Customer "or its successors and assigns" to indemnify the Company or to hold the Company harmless under this Agreement, and any obligation of Customer to participate in arbitration proceedings, shall be held in abeyance, without prejudice to the Company, until such time as HUD has transferred the property to a new third party owner, who shall be automatically deemed to have assumed all such obligations hereunder effective immediately upon recording of the deed from HUD to the new owner. This Section 5 shall survive termination and expiration of this Agreement for a period of 3 months.
6. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
7. **Termination.**
 - (a) **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days' written notice without further liability of either party.
 - (b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.
8. **Removal of Distribution System.**
 - (a) Upon expiration or termination of this Agreement for any reason, Company shall have a period of 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property

caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.

- (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

Dispute Resolution

9. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.

Marketing Support

Website Link

10. **Interference.** If any device or facility belonging to a resident or Customer does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the Property or, at Company's discretion, to the individual until such non-conformance is cured by Customer or resident, as the case may be.
11. **Assignability; Binding Effect.** In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall give Company prior written notice of such change of ownership or control. Customer shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. After such assumption by a new owner or controlling party, Customer shall not be liable for obligations under this Agreement which accrue on or after the date of such assignment. Company may assign this Agreement without the consent of Customer to any entity controlled by or under common control with Company, to any entity acquiring all or substantially all of Company's assets in the franchise area or any surviving entity following a merger, acquisition or consolidation. The assignee shall agree in writing to be bound by all the terms and conditions hereof.
12. **Representations and Warranties.** Each party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. Customer represents and warrants that it either owns the property or that it has the authority to grant the rights herein to Company. In the event of a breach of these representations and warranties, Company shall have the right to immediately cease performance under this Agreement and/or terminate this Agreement without further liability to Company.

13. **Miscellaneous Provisions**

- (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million

Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.

- (c) Force Majeure. Neither party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation, provided the subject party of the force majeure event provides written notice to the other party promptly after the commencement of such force majeure event.
- (d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business. Company hereby acknowledges and agrees that Customer is subject to the disclosure requirements set forth in the California Public Records Act (California Government Code Section 6250 et seq.)

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Alameda Affordable Housing Corporation	Property Address 1:	1850-1876 Wood St (even)
Property Name:	Parrot Village	Address 2:	
Number of Units:	50	City, State, Zip:	Alameda, CA 94501

Agreement Term

This Agreement begins on 7/1/2021 ("Effective Date") and shall remain in effect for a term of 3 year(s) from 7/1/2021 (the "Initial Term"). This Agreement shall automatically renew for 2 successive periods of 1 Year (each, a "Renewal Term"), unless either party terminates or provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Wiring

Company has non-exclusive use of the home run wiring and non-exclusive use of the home wiring.

Marketing Rights at the Property

Service	Type of Marketing
TV	No Marketing
Internet	No Marketing
Voice	No Marketing

Notwithstanding anything in the Terms and Conditions to the contrary, Company is not permitted to market using door hangers.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Alameda Affordable Housing Corporation

Company: Comcast Cable Communications Management, LLC:

By: _____

By: _____

Name: Vanessa Cooper
Title: Executive Director

Name: Keith Turner
Title: Regional Vice President, Sales and Marketing

ADDRESSES FOR LEGAL NOTICES	
To Customer:	To Company:
Alameda Affordable Housing Corporation 701 Atlantic Ave Alameda, CA 94501	Comcast Cable Communications Management, LLC 3011 COMCAST PLACE, LIVERMORE CA 94551
	With a copy to:
	Comcast Cable Communications Management, LLC 1701 JFK Blvd Philadelphia, PA 19103 Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. Wiring.

(a) Definitions.

- i. **“Demarcation Point(s)”** means the point(s) at which the Distribution System connects to the home run wiring.
- ii. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to Demarcation Point(s) on the Property, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment, and devices. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- iii. **“Exclusive Wiring”** means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.
- iv. **“home wiring”** consists of the wiring within each unit after the multimedia panel to wall plates.
- v. **“home run wiring”** consists of the wiring from the intermediate distribution facility to the multimedia panel within each unit.
- vi. **“Inside Wiring”** consists of cable home run wiring and cable home wiring.
- vii. **“Non-Exclusive Wiring”** means those portion of the Inside Wiring that are not Exclusive Wiring.
- viii. **“System”** consists of the Distribution System and Inside Wiring.

- (b) Wiring. The Inside Wiring and the Distribution System have already been installed on the Premises. Any additional work to be performed by Company shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.
- (c) Ownership of Wiring. The Distribution System is and will remain the personal property of Company. The Inside Wiring is and will remain the property of Customer.
- (d) Use and Maintenance of Wiring. Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operation and use the Non-Exclusive Wiring. The Owner shall not, and shall not knowingly permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. Company shall, at its expense, maintain, repair and replace, as necessary to provide the Services, the Exclusive Wiring. Customer grants Company the non-exclusive right to operate and use the Non-Exclusive Wiring. Customer shall, at its expense, maintain, repair and replace the Non-Exclusive Wiring. If the Owner fails to maintain the Non-Exclusive Wiring in accordance with Company’s technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer’s on-site personnel) and request the repairs. If the repairs are not made within 30 days after the notice, Company may (i) suspend delivery of the Services to the Property until repairs are made by Customer or (ii) if repairs are not made by Customer within 30 days after notice is provided by Company, Company has the right but not the obligation to repair the cable home run and/or cable home wiring as necessary and charge the Owner for all materials and labor expended by the Company, not to exceed \$500.00 per unit. If the charges exceed \$500.00 Company will obtain prior written approval from Customer before to making repairs.
- (e) In-Unit Wiring. Company shall have the right to interconnect with and use any wiring owned or controlled by Customer within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by Company.

2. **Delivery of Service.**

- (a) Customer grants to Company the non-exclusive right to deliver its products and services ("Services") to the Property and, the right, at Company's expense, to operate and use the System in accordance with the terms herein to deliver the Services.
- (b) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver such services to the Property. A "bulk agreement" means an agreement between Owner and a third party service provider whereby (i) services are paid for by the Owner and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Premises; or (iii) the purchase of services by residents is required as a condition of their occupancy of the Premises. However, nothing in this Agreement shall prohibit service providers from providing service to the Premises on a retail basis, provided that Owner does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.
- (c) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property. Customer is not responsible for the return of any Company equipment contracted for by residents.
- (d) Notwithstanding anything to the contrary contained herein, Company acknowledges that Customer may enter into agreements with other service providers for services similar to the services that are the subject of this Agreement.

3. **Fees and Charges for Services.** The terms, conditions, charges and fees for the Services provided to residents at the Property shall be contained in separate contracts between Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by Company.

4. **Access.**

- (a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours for the purposes of installing, disconnecting and auditing Service and exercising Company's rights and obligations under the Agreement. Non-access to a common area during the hours of 7am to 7 pm does not constitute default under the agreement. Customer shall use reasonable efforts, during its operating hours of Monday through Friday, 9:00am to 5:00pm, to grant Company access to common areas and parts of the Property it does not have direct control over for the same purposes. Company personnel will not enter into any occupied unit without the resident's consent or an adult representative of the resident present "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident. Company shall use commercially reasonable efforts not to disturb the quiet use and enjoyment of the Property by Customer or the residents.
- (b) Company, at its expense, agrees to repair and/or replace any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to repair and/or replace the Property, then Customer may, upon giving Company written notice and at least 60 days to commence and diligently pursue completion of the repairs and/or replacements, undertake the repairs and/or replacements itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring (both defined below) to the extent caused by Customer, its employees or agents, normal wear and tear excepted.
- (c) When on Property, Company shall not conduct door-to-door solicitation without the written consent of Customer;

5. **Indemnification.** To the extent allowed by applicable law, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and costs)(collectively, "Damages") incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) noncompliance with applicable laws (iii) breach or inaccuracy of any representation or warranty made hereunder or (iv) any injury (including death), damage or loss to persons or property. The Indemnified Parties agree to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim (at Indemnifying Party's cost). In the event that the Secretary of the Department of Housing and Urban Development ("HUD") succeeds to the interests of Customer, any obligations of Customer "or its successors and assigns" to indemnify the Company or to hold the Company harmless under this Agreement, and any obligation of Customer to participate in arbitration proceedings, shall be held in abeyance, without prejudice to the Company, until such time as HUD has transferred the property to a new third party owner, who shall be automatically deemed to have assumed all such obligations hereunder effective immediately upon recording of the deed from HUD to the new owner. This Section 5 shall survive termination and expiration of this Agreement for a period of 3 months.
6. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
7. **Termination.**
- (a) **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days' written notice without further liability of either party.
- (b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.
8. **Removal of Distribution System.**
- (a) Upon expiration or termination of this Agreement for any reason, Company shall have a period of 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

9. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.
10. **Interference.** If any device or facility belonging to a resident or Customer does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the Property or, at Company's discretion, to the individual until such non-conformance is cured by Customer or resident, as the case may be.
11. **Assignability; Binding Effect.** In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall give Company prior written notice of such change of ownership or control. Customer shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. After such assumption by a new owner or controlling party, Customer shall not be liable for obligations under this Agreement which accrue on or after the date of such assignment. Company may assign this Agreement without the consent of Customer to any entity controlled by or under common control with Company, to any entity acquiring all or substantially all of Company's assets in the franchise area or any surviving entity following a merger, acquisition or consolidation. The assignee shall agree in writing to be bound by all the terms and conditions hereof.
12. **Representations and Warranties.** Each party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. Customer represents and warrants that it either owns the property or that it has the authority to grant the rights herein to Company. In the event of a breach of these representations and warranties, Company shall have the right to immediately cease performance under this Agreement and/or terminate this Agreement without further liability to Company. In the event of a breach of these representations and warranties, Company shall have the right to immediately cease performance under this Agreement and/or terminate this Agreement without further liability to Company.
13. **Miscellaneous Provisions**
- (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.
- (c) **Force Majeure.** Neither party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation, provided the subject party of the force majeure event provides written notice to the other party promptly after the commencement of such force majeure event.

- (d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business. Company hereby acknowledges and agrees that Customer is subject to the disclosure requirements set forth in the California Public Records Act (California Government Code Section 6250 et seq.)

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Alameda Affordable Housing Corporation	Property Address 1:	101-123 Brush St & 150-284 Maple Way
Property Name:	Esperanza	Address 2:	
Number of Units:	120	City, State, Zip:	Alameda, CA 94501

Agreement Term

This Agreement begins on 7/1/2021 ("Effective Date") and shall remain in effect for a term of 3 year(s) from 7/1/2021 (the "Initial Term"). This Agreement shall automatically renew for 2 successive periods of 1 Year (each, a "Renewal Term"), unless either party terminates or provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Wiring

Company has non-exclusive use of the home run wiring and non-exclusive use of the home wiring.

Marketing Rights at the Property

Customer's Marketing Support shall be as follows:

Service	Type of Marketing
TV	No Marketing
Internet	No Marketing
Voice	No Marketing

Notwithstanding anything in the Terms and Conditions to the contrary, Company is not permitted to market using door hangers.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalize terms used but not defined in the General Terms shall be given their meaning set forth in this SO.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Alameda Affordable Housing Corporation

Company: Comcast Cable Communications Management, LLC:

By: _____

By: _____

Name: Vanessa Cooper
Title: Executive Director

Name: Keith Turner
Title: Regional Vice President, Sales and Marketing

ADDRESSES FOR LEGAL NOTICES	
To Customer:	To Company:
Alameda Affordable Housing Corporation 701 Atlantic Ave Alameda, CA 94501	Comcast Cable Communications Management, LLC 3011 COMCAST PLACE, LIVERMORE CA 94551
	With a copy to:
	Comcast Cable Communications Management, LLC 1701 JFK Blvd Philadelphia, PA 19103 Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. **Wiring.**

(a) **Definitions.**

- i. **“Demarcation Point(s)”** means the point(s) at which the Distribution System connects to the home run wiring.
- ii. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to Demarcation Point(s) on the Property, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment, and devices. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
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- iv. **“home wiring”** consists of the wiring within each unit after the multimedia panel to wall plates.
- v. **“home run wiring”** consists of the wiring from the intermediate distribution facility to the multimedia panel within each unit.
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- vii. **“Non-Exclusive Wiring”** means those portion of the Inside Wiring that are not Exclusive Wiring.
- viii. **“System”** consists of the Distribution System and Inside Wiring.

(b) **Wiring.** The Inside Wiring and the Distribution System have already been installed on the Property. Any additional work to be performed by Company shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.

(c) **Ownership of Wiring.** The Distribution System is and will remain the personal property of Company. The Inside Wiring is and will remain the property of Customer.

(d) **Use and Maintenance of Wiring.** Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operate and use the Non-Exclusive Wiring. The Customer shall not, and shall not knowingly permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. Company shall, at its expense, maintain, repair and replace, as necessary to provide the Services, the Exclusive Wiring. Customer grants Company the non-exclusive right to operate and use the Non-Exclusive Wiring. Customer shall, at its expense, maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to maintain the Non-Exclusive Wiring in accordance with Company’s technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer’s on-site personnel) and request the repairs. If the repairs are not made within 30 days after the notice, Company may (i) suspend delivery of the Services to the Property until repairs are made by Customer or (ii) if repairs are not made by Customer within 30 days after notice is provided by Company, Company has the right but not the obligation to repair the cable home run and/or cable home wiring as necessary and charge the Owner for all materials and labor expended by the Company, not to exceed \$500.00 per unit. If the charges exceed \$500.00 Company will obtain prior written approval from Customer before to making repairs.

- (e) **In-Unit Wiring.** Company shall have the right to interconnect with and use any wiring owned or controlled by Customer within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by Company.

2. **Delivery of Service.**

- (a) Customer grants to Company the non-exclusive right to deliver its products and services ("Services") to the Property and, the right, at Company's expense, to operate and use the System in accordance with the terms herein to deliver the Services.
- (b) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver such services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property; or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.
- (c) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property. Customer is not responsible for the return of any Company equipment contracted for by residents.
- (d) Notwithstanding anything to the contrary contained herein, Company acknowledges that Customer may enter into agreements with other service providers for services similar to the services that are the subject of this Agreement.

3. **Fees and Charges for Services.** The terms, conditions, charges and fees for the Services provided to residents at the Property shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by Company.

4. **Access.**

- (a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours for the purposes of installing, disconnecting and auditing Service and exercising Company's rights and obligations under the Agreement. Non-access to a common area during the hours of 7am to 7 pm does not constitute default under the agreement. Customer shall use reasonable efforts, during its operating hours of Monday through Friday, 9:00am to 5:00pm, to grant Company access to common areas and parts of the Property it does not have direct control over for the same purposes. Company personnel will not enter into any occupied unit without the resident's consent or an adult representative of the resident present. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident. Company shall use commercially reasonable efforts not to disturb the quiet use and enjoyment of the Property by Customer or the residents.
- (b) Company, at its expense, agrees to repair and/or replace any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to repair and/or replace the Property, then Customer may, upon giving Company written notice and at least 45 days to commence and

diligently pursue completion of the repairs and/or replacements, undertake the repairs and/or replacements itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

- (c) When on Property, Company shall not conduct door-to-door solicitation without the consent of Customer; however, said consent may be given by Customer's on-site personnel.

5. **Indemnification.** To the extent allowed by applicable law, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and costs)(collectively, "Damages") incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) noncompliance with applicable laws (iii) breach or inaccuracy of any representation or warranty made hereunder or (iv) any injury (including death), damage or loss to persons or property. The Indemnified Parties agree to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim (at Indemnifying Party's cost). In the event that the Secretary of the Department of Housing and Urban Development ("HUD") succeeds to the interests of Customer, any obligations of Customer "or its successors and assigns" to indemnify the Company or to hold the Company harmless under this Agreement, and any obligation of Customer to participate in arbitration proceedings, shall be held in abeyance, without prejudice to the Company, until such time as HUD has transferred the property to a new third party owner, who shall be automatically deemed to have assumed all such obligations hereunder effective immediately upon recording of the deed from HUD to the new owner. This Section 5 shall survive termination and expiration of this Agreement for a period of 3 months.

6. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

7. **Termination.**

(a) **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days' written notice without further liability of either party.

(b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

8. **Removal of Distribution System.**

(a) Upon expiration or termination of this Agreement for any reason, Company shall have a period of 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property

caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.

(b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

9. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.
10. **Interference.** If any device or facility belonging to a resident or Customer does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the Property or, at Company's discretion, to the individual until such non-conformance is cured by Customer or resident, as the case may be.
11. **Assignability; Binding Effect.** In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall give Company prior written notice of such change of ownership or control. Customer shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. After such assumption by a new owner or controlling party, Customer shall not be liable for obligations under this Agreement which accrue on or after the date of such assignment. Company may assign this Agreement without the consent of Customer to any entity controlled by or under common control with Company, to any entity acquiring all or substantially all of Company's assets in the franchise area or any surviving entity following a merger, acquisition or consolidation. The assignee shall agree in writing to be bound by all the terms and conditions hereof.
12. **Representations and Warranties.** Each party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. Customer represents and warrants that it either owns the property or that it has the authority to grant the rights herein to Company. In the event of a breach of these representations and warranties, Company shall have the right to immediately cease performance under this Agreement and/or terminate this Agreement without further liability to Company.
13. **Miscellaneous Provisions**
- (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million

Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.

- (c) Force Majeure. Neither party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation, provided the subject party of the force majeure event provides written notice to the other party promptly after the commencement of such force majeure event.
- (d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business. Company hereby acknowledges and agrees that Customer is subject to the disclosure requirements set forth in the California Public Records Act (California Government Code Section 6250 et seq.)

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Alameda Affordable Housing Corporation	Property Address 1:	718-747 Eagle Ave
Property Name:	Eagle Village	Address 2:	
Number of Units:	70	City, State, Zip:	Alameda, CA 94501

Agreement Term

This Agreement begins on 7/1/2021 ("Effective Date") and shall remain in effect for a term of 3 year(s) from 7/1/2021 (the "Initial Term"). This Agreement shall automatically renew for 2 successive periods of 1 Year (each, a "Renewal Term"), unless either party terminates or provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Wiring

Company has non-exclusive use of the home run wiring and non-exclusive use of the home wiring.

Marketing Rights at the Property

Service	Type of Marketing
TV	No Marketing
Internet	No Marketing
Voice	No Marketing

Notwithstanding anything in the Terms and Conditions to the contrary, Company is not permitted to market using door hangers.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Alameda Affordable Housing Corporation

Company: Comcast Cable Communications Management, LLC:

By: _____

By: _____

Name: Vanessa Cooper

Name: Keith Turner

Title: Executive Director

Title: Regional Vice President, Sales and Marketing

ADDRESSES FOR LEGAL NOTICES**To Customer:**

Alameda Affordable Housing Corporation
701 Atlantic Ave
Alameda, CA 94501

To Company:

Comcast Cable Communications Management, LLC
3011 COMCAST PLACE, LIVERMORE CA 94551

With a copy to:

Comcast Cable Communications Management, LLC
1701 JFK Blvd
Philadelphia, PA 19103
Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. **Wiring.**

(a) **Definitions.**

- i. **“Demarcation Point(s)”** means the point(s) at which the Distribution System connects to the home run wiring.
- ii. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to Demarcation Point(s) on the Property, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment, and devices. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- iii. **“Exclusive Wiring”** means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.
- iv. **“home wiring”** consists of the wiring within each unit after the multimedia panel to wall plates.
- v. **“home run wiring”** consists of the wiring from the intermediate distribution facility to the multimedia panel within each unit.
- vi. **“Inside Wiring”** consists of cable home run wiring and cable home wiring.
- vii. **“Non-Exclusive Wiring”** means those portion of the Inside Wiring that are not Exclusive Wiring.
- viii. **“System”** consists of the Distribution System and Inside Wiring.

(b) **Wiring.** The Inside Wiring and the Distribution System have already been installed on the Property. Any additional work to be performed by Company shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.

(c) **Ownership of Wiring.** The Distribution System is and will remain the personal property of Company. The Inside Wiring is and will remain the property of Customer.

(d) **Use and Maintenance of Wiring.** Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operate and use the Non-Exclusive Wiring. The Customer shall not, and shall not knowingly permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. Company shall, at its expense, maintain, repair and replace, as necessary to provide the Services, the Exclusive Wiring. Customer grants Company the non-exclusive right to operate and use the Non-Exclusive Wiring. Customer shall, at its expense, maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to maintain the Non-Exclusive Wiring in accordance with Company’s technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer’s on-site personnel) and request the repairs. If the repairs are not made within 30 days after the notice, Company may (i) suspend delivery of the Services to the Property until repairs are made by Customer or (ii) if repairs are not made by Customer within 30 days after notice is provided by Company, Company has the right but not the obligation to repair the cable home run and/or cable home wiring as necessary and charge the Owner for all materials and labor expended by the Company, not to exceed \$500.00 per unit. If the charges exceed \$500.00 Company will obtain prior written approval from Customer before to making repairs.

- (e) **In-Unit Wiring.** Company shall have the right to interconnect with and use any wiring owned or controlled by Customer within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by Company.

2. **Delivery of Service.**

- (a) Customer grants to Company the non-exclusive right to deliver its products and services ("Services") to the Property and, the right, at Company's expense, to operate and use the System in accordance with the terms herein to deliver the Services.
- (b) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver such services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property; or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.
- (c) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property. Customer is not responsible for the return of any Company equipment contracted for by residents.
- (d) Notwithstanding anything to the contrary contained herein, Company acknowledges that Customer may enter into agreements with other service providers for services similar to the services that are the subject of this Agreement.

3. **Fees and Charges for Services.** The terms, conditions, charges and fees for the Services provided to residents at the Property shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by Company.

4. **Access.**

- (a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours for the purposes of installing, disconnecting and auditing Service and exercising Company's rights and obligations under the Agreement. Non-access to a common area during the hours of 7am to 7 pm does not constitute default under the agreement. Customer shall use reasonable efforts, during its operating hours of Monday through Friday, 9:00am to 5:00pm, to grant Company access to common areas and parts of the Property it does not have direct control over for the same purposes. Company personnel will not enter into any occupied unit without the resident's consent or an adult representative of the resident present. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident. Company shall use commercially reasonable efforts not to disturb the quiet use and enjoyment of the Property by Customer or the residents.
- (b) Company, at its expense, agrees to repair and/or replace any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to repair and/or replace the Property, then Customer may, upon giving Company written notice and at least 45 days to commence and

diligently pursue completion of the repairs and/or replacements, undertake the repairs and/or replacements itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

Access - No Easement Section

(c) When on Property, Company shall not conduct door-to-door solicitation without the written consent of Customer

5. **Indemnification.** To the extent allowed by applicable law, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and costs)(collectively, "Damages") incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) noncompliance with applicable laws (iii) breach or inaccuracy of any representation or warranty made hereunder or (iv) any injury (including death), damage or loss to persons or property. The Indemnified Parties agree to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim (at Indemnifying Party's cost). In the event that the Secretary of the Department of Housing and Urban Development ("HUD") succeeds to the interests of Customer, any obligations of Customer "or its successors and assigns" to indemnify the Company or to hold the Company harmless under this Agreement, and any obligation of Customer to participate in arbitration proceedings, shall be held in abeyance, without prejudice to the Company, until such time as HUD has transferred the property to a new third party owner, who shall be automatically deemed to have assumed all such obligations hereunder effective immediately upon recording of the deed from HUD to the new owner. This Section 5 shall survive termination and expiration of this Agreement for a period of 3 months.
6. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
7. **Termination.**
 - (a) **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days' written notice without further liability of either party.
 - (b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.
8. **Removal of Distribution System.**
 - (a) Upon expiration or termination of this Agreement for any reason, Company shall have a period of 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property

caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.

- (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

Dispute Resolution

9. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.

Marketing Support

Website Link

10. **Interference.** If any device or facility belonging to a resident or Customer does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the Property or, at Company's discretion, to the individual until such non-conformance is cured by Customer or resident, as the case may be.
11. **Assignability; Binding Effect.** In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall give Company prior written notice of such change of ownership or control. Customer shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. After such assumption by a new owner or controlling party, Customer shall not be liable for obligations under this Agreement which accrue on or after the date of such assignment. Company may assign this Agreement without the consent of Customer to any entity controlled by or under common control with Company, to any entity acquiring all or substantially all of Company's assets in the franchise area or any surviving entity following a merger, acquisition or consolidation. The assignee shall agree in writing to be bound by all the terms and conditions hereof.
12. **Representations and Warranties.** Each party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. Customer represents and warrants that it either owns the property or that it has the authority to grant the rights herein to Company. In the event of a breach of these representations and warranties, Company shall have the right to immediately cease performance under this Agreement and/or terminate this Agreement without further liability to Company.

13. **Miscellaneous Provisions**

- (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million

Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.

- (c) Force Majeure. Neither party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation, provided the subject party of the force majeure event provides written notice to the other party promptly after the commencement of such force majeure event.
- (d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business. Company hereby acknowledges and agrees that Customer is subject to the disclosure requirements set forth in the California Public Records Act (California Government Code Section 6250 et seq.)

To: Board of Directors

From: Sylvia Martinez, Director of Housing Development

Prepared By: Sylvia Martinez, Director of Housing Development

Date: August 18, 2021

Re: Approve the Facility Use Agreement between the Alameda Affordable Housing Corporation, as landlord, and Alameda Family Service, as tenant, for Use of Real Property as office space Located at Esperanza Multi-Use Center, 1903 3rd Street in the City of Alameda, County of Alameda, and Authorize the Executive Director or designee to Execute the Facility Use Agreement

BACKGROUND

The Alameda Affordable Housing Corporation ("AAHC") owns that certain real property improved with an approximately 2,350 square foot building, a surrounding fenced patio and playground area consisting of approximately 4,800 square feet, located at 1901 3rd Street, Alameda, CA, ("Land"). The Alameda Affordable Housing Corporation acquired a fee interest in the Land from the Housing Authority of the City of Alameda (AHA) on July 1, 2021 and is now the current owner.

The Alameda Family Services (AFS), successor in interest to Xanthos, Inc., originally occupied the office space pursuant to a lease with the prior owner, AHA, which expired on December 13, 2020. The lease was never renewed by AHA and no lease was in place when AAHC acquired a fee interest in the Land. As of the lease expiration date AFS occupied the office space as hold over tenants on a month-to-month basis.

DISCUSSION

The Alameda Affordable Housing Corporation and AFS desire to enter into a new facility use agreement to permit AFS to continue using the office space for a stated use and duration as more specifically described in this memorandum and in the proposed Facility Use Agreement. The proposed Facility Use Agreement is attached. The proposed term is for three (3) years, with two additional one-year extensions that may be agreed upon in writing between the parties for up to five (5) years. The proposed rent is \$100 per month, plus a pro rata share of utilities, which is the same rate AFS paid AHA under the original lease. If approved by the Board of Directors, the commencement date of the Facility Use Agreement will be August 1, 2021.



FISCAL IMPACT

Staff recommends the monthly lease rate under the Facility Use Agreement remain the same as under the Original Lease, as this is the amount anticipated and currently being paid in the budget. Therefore, there is no financial impact to AAHC in connection with this matter.

CEQA

Not applicable to this item.

RECOMMENDATION

That the Board of Directors:

1. Adopt Resolution Authorizing and Approving the Lease of Real Property located in the City of Alameda, County of Alameda, CA, to Alameda Family Services;
2. Approve the attached form of Facility Use Agreement between the Alameda Affordable Housing Corporation (AAHC) and Alameda Family Services, with a maximum 5-year term; and
3. Authorize the Executive Director, or designee, to execute the Facility Use Agreement and any other documents, on behalf of AAHC, conforming in form and substance to the attached form of Facility Use Agreement, and administer all actions necessary to implement, and complete and memorialize the transactions contemplated in the Facility Use Agreement, subject to approval by General Counsel.

ATTACHMENTS

1. 4-A Att 1 Draft Facility Use Agreement AFS Office
2. 4-A Att 2- AFS Resolution

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Attachment 1

FACILITY USE AGREEMENT
(Office Space Located at 1901 3rd Street)

THIS FACILITY USE AGREEMENT (hereinafter "Agreement") is made this _____ day of **August 2021** (the "Commencement Date") by and between ALAMEDA AFFORDABLE HOUSING CORPORATION, a California nonprofit public benefit corporation (hereinafter "AAHC"), 701 Atlantic Avenue, Alameda, California 94501-2161, and ALAMEDA FAMILY SERVICE (hereinafter "Service Provider"), located at 2325 Clement Avenue, Suite A, Alameda, California 94501. AAHC and Service Provider are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, AAHC owns that certain real property located at 1901 3rd Street, Alameda, CA ("Property");

WHEREAS, Service Provider occupies a portion of the Property consisting of approximately 150 square feet ("Office Space") as office space to conduct Service Provider's administrative work related to the operation of social programs benefiting the City of Alameda;

WHEREAS, Service Provider is a holdover tenant from the prior owner of the Property with a month to month tenancy since the prior lease expired;

WHEREAS, AAHC desires to enter into a new facility use agreement with Service Provider to permit Service Provider to continue using the Office Space pursuant to the terms of this Agreement as more specifically set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants, representations, warranties and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Facility:** AAHC hereby grants to Service Provider use of the following described facilities ("Premises") on the terms and conditions hereinafter set forth.

1.1 Premises Defined. The Premises include the shared use of the community room, room to right of entry (hereinafter "Side Room"), kitchen, restrooms, and exclusive use of one office and shared space of the other spaces, as detailed below, one of which is for full-time use. The Premises, minus the one office which is for full-time use, shall be referred to herein as the "Family Support Center Premises."

1.2 Location. The location of Premises is at the Esperanza Multi-Use Center, 1903 3rd Street, Alameda, California 94501.

2. Use: Service Provider shall use the Premises only for the purposes set forth herein and for no other purpose. Service Provider shall use the Premises for its Family Support Center, based in the City of Alameda that provides a range of social service programs. The goal of these programs is to increase the emotional and physical wellness of participants. Service Providers conducts the social programs described in Exhibit A attached hereto and incorporated herein by this reference.

3 Hourly and Daily Limits and Term: Service Provider shall be permitted to use the Family Support Center Premises during the following time and dates:

3.1 **Hourly and Daily Limits.** The Family Support Center Premises shall be available for use by Service Provider between, 11:00 a.m. and 7:00 p.m. on Thursdays and 9:00 a.m. and 5:00 p.m. on Tuesdays and Fridays for program delivery plus one-half hour prior to these starting times to allow for setup and One-half hour after the ending times to prepare the Family Support Center Premises for AAHC use, if requested. Service Provider has access to kitchen and primary use of the large room in front of the offices on its service days. There are three offices. The one on the far right is for exclusive use by Service Provider. The middle office and the third office (next to the kitchen) will be designated by AAHC. Subject to program eligibility, AAHC tenants will be able to access services by Service Provider.

3.2 **Term.** The term of this Agreement will be three years (3) years commencing on the Commencement Date ("Term"). The Term may be extended upon the written approval of AAHC up to a maximum of five (5) additional-one-year periods, not to exceed a total of five (5) years.

4. **Rent/Facility Use Fee:** Service Provider shall pay to AAHC the following rent to use the Premises:

4.1 **Guaranteed Fixed Rent:** Service Provider shall pay AAHC \$100 per month for use of Premises as described herein.

4.2 **Additional Fees:** Service Provider shall pay AAHC thirty- three percent (33%) of costs for custodial services, utilities (i.e., water, electrical, gas), Internet access, and alarm services. Service Provider shall pay AAHC the full cost for one phone line dedicated to Service Provider's use.

All program costs will be borne by Service Provider.

All costs related to building maintenance, other than the custodial services mentioned above, will be borne by AAHC, except where damage is caused by the Service Provider.

4.3 **Payment.** Service Provider agrees to pay all rent and fees due under

this Agreement by bank check or Electronic Funds Transfer (EFT) to the AAHC either in-person at the address set forth in Section 19 below or pursuant to wire instructions provided by AAHC to Service Provider.

5. **Condition of Premises:** Service Provider has inspected the Premises prior to execution of this Agreement and agrees to accept the same in its "as is" condition. AAHC shall not be required to perform any work or alterations to prepare the Premises for Service Provider's programs.

6. **Parking:** Service Provider will have access to one (1) parking space only during hours of operation of the Family Support Center Premises for the use of its staff as outlined in Paragraph 3.1 above. The AAHC will place signs at the space but is not able to enforce parking.

7. **Compliance with AAHC Policies:**

7.1 **Damage to Premises.** Service Provider, its employees, and participants shall not injure, damage, mar or deface the Premises, its appurtenances and any equipment contained therein. Neither shall the Service Provider cause or permit anything to be done whereby said premises, appurtenances and equipment shall in any way be injured, damaged, marred or defaced, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof, except as designated in this Agreement, and will not make or allow to be made any alterations of any kind therein.

7.2 **Equipment, Tools, and Furnishings.** Service Provider agrees that it and its employees and participants will not use AAHC's equipment, tools, or furnishings located in or about described Premises, without first seeking and receiving the written approval of AAHC. AAHC does not guarantee the operation of any of its equipment and shall not be liable for any loss sustained by the Service Provider, its employees, or participants by reason of any breakdown of equipment during the permitted Use.

7.3 **Occupancy Limit.** At no time shall Service Provider allow occupancy of the Premises to exceed the maximum permitted occupancy. The maximum permitted occupancy for the Premises is 38.

7.4 **Staffing.** Service Provider agrees that one or more employees will be on the Family Support Center Premises at all times set forth in Section 3.1. Service Provider agrees that all employees will pass a criminal background check before being allowed access to Premises.

7.5 **Data Collection and Reporting.** Service Provider agrees to collect the number of AAHC clients who access the services provided on the Premises. Service Provider agrees to provide AAHC with the gross, unduplicated number of AAHC participants quarterly and total clients served. Service Provider to provide

an annual written report to the AAHC's board of the service provides onsite. Quarterly data shall be provided no later than the 20th of the month after the quarter end date (e.g. Jan 20th, April 20th etc.). The annual report shall be due by July 20th. Data shall be submitted via email to the director of portfolio management and the executive director unless otherwise directed in writing by AAHC. In the event that Service Provider fails to meet the deadline, Service Provider shall have until the end of the month to cure. Failure to cure by the last day of the month after the quarter end will lead to an automatic termination of the agreement effective 30 days later.

- 7.6 **Confidentiality Agreement.** Service Provider agrees to require all staff working at this location sign the confidentiality agreement immediately upon arrival. It is understood that all parties occupying the offices listed above handle sensitive and confidential information. This information may be overheard in the common work area; however, it is understood that this information must be kept confidential.

8. **Outreach and Signage:** AAHC and Service Provider agree to signage as follows:

8.1 **Outreach.** Service Provider agrees to hold one or more meetings each year for AAHC clients to provide them with information about the programs that will be provided on Premises. AAHC shall have the right to advertise the services to its tenant and participant population.

8.2 **Exterior Signage.** Service Provider shall be able to use a sandwich board to direct potential participants to the site and to list days and hours of operation. AAHC and Service Provider agree to an additional sign on the exterior of the site limited to a size and location to be determined.

8.3 **Interior Signage.** AAHC will provide one large pin board for Service Provider's exclusive use. Service Provider agrees that only this board will be used within the Premises for signage of any kind, unless agreed upon in writing with the AAHC.

9. **Vacating Premises:**

9.1 **Daily Vacating of Premises.** At the end of each programming day as specified, Service Provider shall vacate the Premises and remove its employees and participants and their property from the Premises so that the Premises are in the same condition (ordinary wear and tear excepted) as at the inception of this Agreement. Service Provider shall be responsible for asking clients to leave the Esperanza site at the end of service provision. Items belonging to the Service Provider may be stored in the office that is dedicated for its use. Service provider is responsible for securing that office when staff is not present.

9.2 Vacating Premises at Agreement Termination. At the end of the term of this Agreement or upon the earlier termination of this Agreement, Service Provider shall vacate the Premises and remove its employees and participants and their property from the Premises so that the Premises are in the same condition (ordinary wear and tear excepted) as at the inception of this Agreement. Service Provider agrees to reimburse AAHC for any expense incurred to repair any damage caused by Service Provider other than wear and tear. Any property or items of Service Provider or its employees or participants remaining in the Premises after the expiration or sooner termination of this Agreement shall be deemed abandoned and may be disposed of by AAHC as it sees fit in its sole discretion, at Service Provider's expense. Service Provider agrees that AAHC shall have no liability for any disposal of property that is deemed abandoned.

10. **AAHC Use:** Service Provider understands and agrees that during the term of this Agreement other activities and events may be held in the Premises other than the Office dedicated to the Service Provider's sole use.

11. **Legal Compliance:** Service Provider and its employees shall comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the use of AAHC's Premises.

11.1 Certification Requirements. Service Provider is responsible for obtaining and maintaining the applicable Mental Health Certification from Alameda County Behavioral Health Care Services prior to providing related services. Service Provider is responsible for obtaining and maintaining Certification for Substance Abuse treatment from the State of California prior to providing related services.

11.2 Advising AAHC. Service Provider shall advise AAHC of all permits and licenses required to be obtained for its activities that need to be in AAHC's own name, and shall cooperate with AAHC in obtaining same and shall pay any fees and expenses that may be required relative thereto.

11.3 Compliance Requirements. Service Provider shall comply with all applicable provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended and section 503 of the Rehabilitation Act of 1973.

11.4 Prohibitions. Possession and/or use of intoxicants, including beer or wine and narcotics, is prohibited in the Premises. No smoking is permitted, including medical marijuana and electronic cigarettes, on the Premises. Animals, birds, and other pets are not permitted in the Facilities, except for service animals.

11.5 Litigation and Dispute Venue. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of California. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of California, County of Alameda.

12. Indemnification: Service Provider shall indemnify, defend, and hold harmless AAHC, its board, officers, and employees ("indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Service provider's acts or omissions, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against indemnitees which allege negligence on behalf of the Service Provider, Service Provider shall have no right of reimbursement against indemnitees for the costs of defense even if negligence is not found on the part of Service Provider. However, Service Provider shall not be obligated to indemnify indemnitees from Claims arising from the sole or active negligence or willful misconduct of indemnitees.

13. Insurance: On or before the commencement of the terms of this Agreement, Service Provider shall furnish AAHC with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 13.1 through 13.4. Such certificates, which do not limit Service Provider's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the AAHC by certified mail. It is agreed that Service Provider shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to AAHC and licensed to do insurance business in the State of California. Endorsements naming the AAHC as additional insured shall be submitted with the Insurance certificates. No later than annually Service Provider's finance department will submit proof of insurance to the AAHC. This is to be submitted to AAHC's finance department along with the October rent payment and within 30 days in the event of any change of insurers or insurance coverage levels.

13.1 Coverage. Service Provider shall maintain the following liability insurance coverage:

Commercial general liability coverage in the following minimum limits

Bodily Injury:	\$500,000	each occurrence
	\$1,000,000	aggregate - all other
Property Damage:	\$100,000	each occurrence
	\$250,000	aggregate
Professional Liability	1,000,000	

If submitted, combined single limit policy with aggregate limits in the

amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

13.2 Subrogation Waiver. Service Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general liability insurance that Service Provider shall look solely to its insurance for recovery. Service Provider hereby grants to AAHC, on behalf of any insurer providing comprehensive general liability insurance to either Service Provider or AAHC with respect to the services of Service Provider herein, a waiver of any right to subrogation, which any such insurer of said Service Provider may acquire against AAHC by virtue of the payment of any loss under such insurance.

13.3 Failure to Secure. If Service Provider, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AAHC shall be permitted to obtain such insurance in the Service Provider's name or as an agent of Service Provider and shall be compensated by Service Provider 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.

13.4 Additional Insured. AHA, its Board of Commissioners, AAHC, its Board of Director, officials, and employees shall be named as additional insureds under all insurance coverages, except workers' compensation insurance. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

13.5 Sufficiency of Insurance. The insurance limits required by AAHC are not represented as being sufficient to protect Service Provider. Service Provider is advised to consult Service Provider's insurance broker to determine adequate coverage for Service Provider.

14. Termination & Violation: Either party may terminate this agreement without cause with 60 days written notice. If in AAHC's reasonable opinion, the Service Provider is not meeting the expectation of this agreement, the AAHC may terminate the agreement with 30 days written notice. The Service Provider may seek to cure the issue in those 30 days. If in AAHC's reasonable opinion, at any time the Service Provider's employees or participants violates an applicable AAHC rule or regulation (including, but not limited to restrictions against the use of drugs and alcohol), or the ordinance or law of the City of Alameda, Alameda County, the State of California or the United States of America, Service Provider shall direct the offender to cease and desist from continuing such illegal or improper

use. Notwithstanding anything to the contrary contained in this Agreement, AAHC expressly reserves its right at any time upon prior notice to Service Provider (except in emergencies), to cause the removal of any of Service Provider's employees or participants, who in the reasonable discretion of AAHC has engaged or is engaging in undesirable, disruptive or hazardous behavior.

15. Non-assignment: The Service Provider shall not assign or transfer this Agreement or allow any other entity to use any portion of the subject Premises hereunder without the prior written consent of AAHC. AAHC may assign this Agreement at any time without the consent of Service Provider.

16. Relationship of Parties. No relationship exists between AAHC and Service Provider other than landlord and tenant. The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a debtor-creditor, principal-agent or any other relationship except as aforesaid, exist between them.

17. Non-discrimination: Consistent with AAHC's policy that harassment and discrimination are unacceptable employer/employee conduct, Service Provider agrees that harassment or discrimination by Service Provider or their employee client or volunteer on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity, or sexual orientation will not be tolerated. Service Provider agrees that any and all violations of this provision shall constitute a breach of this Agreement.

18. Entire Agreement: This Agreement, together with any exhibits or addenda attached hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party. 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.

19. Notices: All notices by the parties to each other hereunder shall be in writing, addressed as follows:

To AAHC:	Alameda Affordable Housing Corporation 701 Atlantic Avenue Alameda, CA 94501-2161 Attention: Vanessa M. Cooper, Executive Director
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To Service Provider:	Alameda Family Services 2325 Clement Avenue, Suite A Alameda, CA 94501
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Attention: Katherine Schwartz, Executive Director

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

21. Time of Essence. Time is and shall be of the essence in this Agreement.

22. Waiver. Any waiver by AAHC 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 thereof. Failure on the part of AAHC to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping AAHC from enforcement hereof.

23. No Third Party Beneficiaries. The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of AAHC and Service Provider, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

Section 1.1Non-Liability of Lessor Officials, Employees And Agents. No member, official, employee or agent of Lessor shall be personally liable to Lessee in the event of any default or breach by the Lessor or for any amount which may become due to Lessee or its successor or on any obligation under the terms of this Lease.

No Recording of this Agreement. This Agreement shall not be recorded in the Official Records of the Recorder's Office of the County of Alameda.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Commencement Date set forth hereinabove.

AAHC:

ALAMEDA AFFORDABLE HOUSING
CORPORATION, a California nonprofit public
benefit corporation

By: _____
Vanessa Cooper, Executive Director

SERVICE PROVIDER:

ALAMEDA FAMILY SERVICES, a California
Nonprofit Corporation

By: _____

Name: _____

Its: _____

Exhibit A

Alameda Family Services Family Support Center Programs

Overview of Programs

The Family Support Center, based in Alameda, provides a range of social service programs to school-age youth, single adults, families with children, and seniors. The goal of these programs is to increase the emotional and physical wellness of these participants. Alameda Family Services' philosophy weaves together the foundations of Trauma-Informed Care and Motivational Interviewing to support participants in creating sustainable change, to support their stability, wellness and resilience. Alameda Family Services' role is as navigators working with program participants to foster their independence and leadership within their own community.

Target Population

In order for an individual to be eligible for services they must reside, attend school, or work in the City of Alameda. Priority is given to homeless and residents living in the West End Neighborhood. Current services include Drop-In and Intensive Case Management. Alameda Family Services provides limited crisis intervention but, at this time, does not provide ongoing individual, couples, or family therapy onsite. Clients are referred to the main office at 2325 Clement Avenue, Suite A, Alameda, for those services. With the facility at Esperanza, referrals can be made to that location for services. There are no fees for services.

Services Provided

The Family Support Center provides the following programs:

- **Family and Adult Case Management** includes case management services designed to support housing stability, educational advocacy and other family resilience services. Case managers work with family systems for six months to one year.
- **Senior Connections** {in partnership with Mastick Senior Center) is limited to individuals 55+ residing in the City of Alameda. This program provides a wide range of services to meet the needs of seniors. Case Managers meet with clients at the Family Support Center, Mastick Senior Center, or in their homes. Services are to insure housing stability and support senior independence.
- **Covered California Enrollment Assistance** provides outreach, education, and enrollment for Covered California health insurance plans as a certified enrollment entity.
- **Medi-Cal/CalFresh Outreach and Enrollment** provides outreach, education, and enrollment services.

- **Community Outreach and Education** is provided through tabling events, community presentations, developing community partnerships and maintaining a chain of referrals from community service providers.
- **Kindergarten Registration** is facilitated with community partners to provide five to seven days of registration support to all families registering for kindergarten. This is an effort to support parents with the paper-free school registration for Alameda Unified School District.

Families and youth enter the program by (a) referral from a partner school employee, (b) referral from partner community-based organizations, (c) walk-in to the center. Families and youth can be seen with or without an appointment. A brief assessment of needs takes place at intake, confidentiality procedures are explained and the family provides consent for services. Youth are encouraged to provide a school contact to help the case manager meet their needs and assure a wrap-around approach to care.

Hours of Operation

The Family Support Center provides services 11:00 a.m. and 7:00 p.m. on Thursdays and 9:00 a.m. and 5:00 p.m. on Tuesdays and Fridays.

Staffing

The program will be staffed by a Program Director, an Administrative Assistant, a part-time Senior Case Manager, and social work or public health interns.

Future Programs

Additional services may include parent education, mental health recovery groups, nutrition and other health-related family wellness support groups.

Certification

The Clement Avenue office is certified by the State of California and Alameda County to provide mental health and outpatient drug-free treatment services. Before services are provided at the Esperanza site, Alameda Family Service will obtain State and County certification to provide those services at that location.

Exhibit B

ALAMEDA AFFORDABLE HOUSING CORPORATION

Confidentiality Agreement

It is understood and agreed to that all parties identified below handle sensitive and confidential information. This information may be overheard in the common work area; however, it is understood by all parties that this information must be kept confidential. This agreement does not constitute a release to share tenant, client, or applicant information. It is intended to require each organization to keep confidential any information that may be obtained accidentally due to the proximity of workers. To ensure the protection of such information, all parties will make every effort to ensure there is no unauthorized sharing of information. For example, tenant information will not be disclosed in a public area, files will be locked when not attended to and headsets will be used for phone calls.

The Confidential Information to be disclosed can be described as but not limited to: business information, financial information, customers/clients/resident/participant information, vendor information and IT infrastructure information.

If sharing of information is necessary to provide services to a tenant or applicant, each organization is required to obtain a release of information and to keep that paperwork on file. Each party will inform the others if there has been an accidental breach of personal identifiable information. If there is any complaint regarding information sharing, each party will also be informed immediately. The parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations established in this agreement.

The organizations that utilize the common space are:

The Housing Authority of the City of Alameda
Alameda Affordable Housing Corporation
John Stewart Company
LifeSTEPS
Alameda Family Services

Name:

Organization:

Signature

Date

Attachment 2

ALAMEDA AFFORDABLE HOUSING CORPORATION

Authorizing Resolution No. 2021-_____

AUTHORIZATION TO LEASE OFFICE SPACE LOCATED WITHIN REAL PROPERTY
LOCATED AT 1901 3RD STREET, ALAMEDA, CALIFORNIA;
AND APPROVING AND AUTHORIZING THE FACILITY USE AGREEMENT
(1901 3RD STREET, ALAMEDA, CA)

All, or A necessary quorum and majority of the Directors of the Alameda Affordable Housing Corporation (“Corporation”), a California nonprofit public benefit corporation, hereby consents to, adopts, and ratifies the following resolution. ;

WHEREAS, the Alameda Affordable Housing Corporation (“AAHC”) is a California nonprofit public benefit corporation;

WHEREAS, the AAHC owns that certain real property improved with an approximately 2,350 square foot building, a surrounding fenced patio and playground area consisting of approximately 4,800 square feet, located at 1901 3rd Street, Alameda, CA (“Property”). The Property is on the same site as the Esperanza Housing Complex, a multi-family affordable housing complex. The Housing Authority of the City of Alameda transferred ownership of the Property to AAHC on July 1, 2021;

WHEREAS, the Alameda Family Services (AFS) is a California nonprofit corporation and currently occupies a portion of the Property consisting of approximately 150 square feet ("Office Space") as office space to conduct AFS's administrative work related to the operation of social programs benefiting the City of Alameda.;

WHEREAS, AFS is occupying the Office Space as a month to month tenant without a lease;

WHEREAS, AAHC desires to enter into a new facility use agreement with AFS to permit AFS to continue using the Office Space for an initial term of three years, with two (2) options to extend the term for one-year periods each, a monthly rent of \$100 per month plus a pro rata share of utility costs, and such other terms and provisions which are set forth in the proposed Facility Use Agreement ("Facility Use Agreement"), the form of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Board of Directors of the AAHC has duly considered all terms of the proposed Facility Use Agreement, and the agenda report presented to it by staff, and believes that the lease of the Property is in the best interest of AAHC, is consistent with the mission of AAHC, and is in accord with the provisions of applicable State and local law and requirements.

NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Directors of the Alameda Affordable Housing Corporation ("Board"), in regular session assembled on August 18, 2021 as follows:

1. That the Board has received and heard all oral and written objections (if any) to the proposed Facility Use Agreement, to the proposed lease of the Property pursuant to the proposed Facility Use Agreement, and to the other matters pertaining to this transaction, and that all such oral and written objections (if any) are hereby overruled.
2. The foregoing recitals are true and correct and incorporated into this Resolution.
3. The Board hereby approves and authorizes the lease of the office space located at 1901 3rd Street, Alameda, CA ("Property") by the Alameda Affordable Housing Corporation ("AAHC") to the Alameda Family Services, a California nonprofit corporation ("AFS") for a term of three years, with two (2) options to extend the term for a period of one (1) year each, at the monthly lease rate of \$100, with a pro rata share of utility costs. Accordingly, the Board hereby approves the form of Facility Use Agreement (1901 3rd Street, Alameda, CA) between AAHC and AFS, a form of which is attached hereto as Exhibit A and incorporated herein by this reference.
4. The Executive Director, or designee, is hereby authorized to sign all documents necessary and appropriate to carry out and implement the Facility Use Agreement including, but not limited to subsequent and relevant documents and to administer AAHC's obligations, responsibilities, and duties to be performed under said Facility Use Agreement, subject to approval to form by General Counsel.

BE IT FURTHER RESOLVED that all actions previously taken by AAHC, or its employees, officers, and agents in connection with the Facility Use Agreement or the transactions described herein are hereby ratified and approved.

ATTEST:

Vanessa M. Cooper
Executive Director/Secretary

Kenji Tamaoki, Chair
Board of Directors

Adopted:

Date

EXHIBIT A
FORM OF FACILITY USE AGREEMENT
(behind this page)