



Housing Authority
of the
City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

AGENDA **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

DATE & TIME **Wednesday, April 19, 2023 - 6:00 PM**

LOCATION

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

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

Join Zoom Meeting:

<https://us06web.zoom.us/j/83939527392?pwd=QlFkTm04OUlkRU5JVIZOcURuUldBdz09>

Meeting ID: 839 3952 7392

Passcode: 411773

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

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

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

Persons in need of special assistance to participate in the meetings of the Housing Authority of the City of Alameda Board of Commissioners, please contact (510) 747-4325 (voice), TTY/TRS: 711, or jpolar@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Housing Authority of the City of Alameda Board of Commissioners to make reasonable arrangements to ensure accessibility or language assistance.

PLEDGE OF ALLEGIANCE

1. **ROLL CALL**
2. **AB2449 COMPLIANCE** - The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must



disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year.

3. COMMISSIONER RECUSALS
4. Public Comment (Non-Agenda)
5. Closed Session - 6:00 p.m. - Adjournment to Closed Session to Consider:
 - 5.A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8.
 Property Location: 401 Willie Stargell Avenue, Alameda, CA 94501
 Assessor’s Parcel Numbers: 074-0905-042-03
 Agency Negotiators: Vanessa Cooper, Executive Director and Sylvia Martinez, Director of Housing Development
 Negotiating Parties: Housing Authority of the City of Alameda and Shinsei Gardens Apartments, L.P.
 Property Owner: Shinsei Gardens Apartments, L.P.
 Under Negotiation: Exercise of purchase option and right of first refusal.
 - 5.B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8.
 Property Location: 1628 Webster Street, Alameda CA 94501
 Assessor’s Parcel Number 73-418-4-1
 Agency Negotiators: Vanessa Cooper, Executive Director, and Sylvia Martinez, Director of Housing Development, Tony Weng, Senior Project Manager,
 Negotiating Parties: Alameda Hospitality, LLC;
 Under Negotiation: Price and Terms
 - 5.C. Conference with Legal Counsel – Existing Litigation (subdivision (d)(1) of Government Code Section 54956.9)
 Name of Case: Housing Authority of the City of Alameda v. Kathleen Moore (Alameda County Superior Court Case No. 22CV008223)
6. Adjournment of Closed Session
7. RECONVENE REGULAR MEETING
8. Announcement of Action Taken in Closed Session, if any.
9. Public Comment (Non-Agenda)



10. CONSENT CALENDER
Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.
- 10.A. Approve Minutes of the Board of Commissioners Meeting held March 15, 2023. **Page 5**
- 10.B. Accept the Monthly Development Report for Rosefield Village. **Page 12**
- 10.C. Accept update on the transfer of Anne B. Diament (ABD) to FPI effective June 1, 2023. **Page 15**
- 10.D. Accept Project Names for New Housing Developments. **Page 17**
- 10.E. Accept memo and authorize the Executive Director or designee to sign all documents necessary to complete the purchase of a BMR unit for a price of no more than \$30,000 exceeding the maximum resale price, plus closing costs. **Page 22**
- 10.F. Authorize the Executive Director to Execute a Contract up to \$1,900,000 with Freestone Reconstruction for Independence Plaza (IP) Balconies; Authorize the Executive Director to Execute a Contract up to \$275,000 with PipeSpy Inc. for Private Sewer Lateral Testing for IP; Accept an Update Report on the IP Balconies Project. **Page 24**
- 10.G. Authorize the Executive Director to execute contracts and/or amendments and expenditures in the not to exceed amount of \$83,580 with Robert Half International and with Protiviti Government Services in the not to exceed amount of \$360,000. **Page 28**
- 10.H. Accept an Update on Predevelopment Financing for 2615 Eagle Avenue. **Page 32**
11. AGENDA
- 11.A. Accept a Presentation from Services Provider, LifeSTEPS. **Page 36**
- 11.B. Approve a Grant of \$2,438,000 and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents To Commit Funds to the Alameda Affordable Housing Trust Fund for North Housing Seniors. **Page 69**
12. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
13. EXECUTIVE DIRECTOR'S COMMUNICATIONS
14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
15. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
16. Announcement of Action Taken in Closed Session, if any.
17. ADJOURNMENT

*** Note ***



- Documents related to this agenda are available on-line at:
<https://www.alamedahsg.org/meetings/>
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Commissioners exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist the Housing Authority's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Housing Authority accommodate these individuals.



**REGULAR MEETING OF THE BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 15, 2023**

PLEDGE OF ALLEGIANCE

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

1. ROLL CALL

Present: Chair Grob, Vice-Chair Tamaoki,
Commissioner Hadid, Commissioner Joseph-Brown
Commissioner Kaufman and Commissioner Sidelnikov

Video: Commissioner Joseph-Brown

Absent: Commissioner Husby

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



Chair Grob confirmed that four Commissioners were present in the meeting room and one Commissioner, Commissioner Joseph-Brown, was attending via videoconference. Commissioner Joseph-Brown described the emergency circumstances that required her remote participation, and confirmed that no person over the age of 18 years old was present in the room from which she was attending.

A roll call vote to allow Commissioner Joseph-Brown to participate in the meeting remotely was taken, and the motion passed unanimously.

Yes 5 Chair Grob, Vice-Chair Tamaoki, Commissioner Hadid, Commissioner Kaufman and Commissioner Sidelnikov

Absent 1 Commissioner Husby

3. COMMISSIONER RECUSALS

None.

4. Public Comment (Non-Agenda)

No public comment.

Vanessa Cooper, Executive Director reminded Board of the Alameda Affordable Housing Corporation (AAHC) Public Hearing scheduled to take place at 7:45 p.m. Chair Grob stated that the Board of Commissioners Meeting would be adjourned to accommodate the scheduled Public Hearing and would readjourn after the Public Hearing, if necessary.

5. CONSENT CALENDER

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

- *5.A. Approve Minutes of the Special Board of Commissioners Meeting held February 9, 2023.
- *5.B. Accept the Monthly Development Report for Rosefield Village.
- *5.C. Accept Updates to the Strategic Plan
- *5.D. Accept the Housing Authority of the City of Alameda (AHA) Annual Report for 2021-22.
- *5.E. Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Housing Authority of the City of Alameda and City Print and Mail in the amount of One Hundred Seventy Five Thousand Dollars



and Zero cents (\$175,000) for a total not to exceed amount of Three Hundred Thousand dollars and Zero cents (\$300,000) and extend the contract for an additional year through June 30, 2024.

- *5.F. Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Housing Authority of the City of Alameda Quadel Consulting & Training LLC in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000) for a total not to exceed amount of Two Hundred and Eighty Thousand Dollars and Zero Cents (\$280,000).

Items accepted or adopted are indicated by an asterisk.

Vice-Chair Tamaoki and Commissioner Sidelnikov complimented the staff on the production of the Housing Authority of the City of Alameda (AHA) Annual Report which provided an excellent summary of the AHA’s work.

Commissioner Sidelnikov moved to accept the Consent Calendar items, and Vice Chair Tamaoki seconded the motion. A roll call vote was taken, and the motion passed unanimously.

Yes	6	Chair Grob, Vice-Chair Tamaoki, Commissioner Hadid, Commissioner Joseph-Brown, Commissioner Kaufman and Commissioner Sidelnikov
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Absent	1	Commissioner Husby
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6. AGENDA

- 6.A. Accept the Audited Financial Statements Report for Fiscal Year Ending June 30, 2022 and Authorize the Executive Director to Approve and Finalize with Minor Changes.

Louie So, Director of Finance, introduced Rich Larsen and Jason Blume, Novogradac & Company LLC who provided a presentation of the summarized Audit Report for Fiscal Year Ending 2022; highlighting the three reports resulting from the audit performed: (1) Audit in Accordance with General Accepted Accounting Principles of which Novogradac issued an Unmodified Opinion on AHA’s financial statements, which is the highest level of assurance that can be issued by auditors; (2) Audit in Accordance with Government Auditing Standards of which Novogradac found no matters of non-compliance that required reporting; and (3) Opinion on Compliance with Major Federal Programs (the Housing Choice Voucher Program (HCV)) of which Novogradac issued an unmodified opinion on AHA’s HCV program rules and regulations. It was also noted that AHA’s financial statements for period ending June 30, 2022 indicate tremendous liquidity.

In response to Commissioner Hadid, Mr. Larsen stated that through AHA’s portfolio diversity, there is not a substantial amount of reserves that are tied to



federal programs, so for the most part, the use of the reserves is only subject to AHA’s charter and any respective grant(s).

Commissioner Hadid moved to accept the Audited Financial Statements Report for Fiscal Year Ending June 30, 2022 and Authorize the Executive Director to Approve and Finalize with Minor Changes, and Commissioner Kaufman seconded the motion. A roll call vote was taken, and the motion passed unanimously.

- Yes 6 Chair Grob, Vice-Chair Tamaoki,
 Commissioner Hadid, Commissioner Joseph-Brown,
 Commissioner Kaufman, and Commissioner Sidelnikov
- Absent 1 Commissioner Husby

6.B. Approve the Annual Plan for 2024.

Sepideh Kiumarsi, Management Analyst provided an update on the status of the MTW Supplements for Fiscal Years 2022-2023 and 2023-2024, and goals as listed in the Annual Plan.

In response to Vice Chair Tamaoki, Ms. Cooper stated that staff will provide the Board with a presentation surrounding Faircloth to RAD in May. When Esperanza was transitioned out of public housing, AHA still received the respective allowance. Ideally, the goal is to absorb the 120 vouchers into the Independence Plaza (IP) property by 2026. Faircloth to RAD is not specific to MTW agencies, however, because a Faircloth voucher does not pay a regular PBV voucher, participating as an MTW agency is more attractive because it allows you to add an MTW Supplement between the Faircloth limit and the market limit. If possible, AHA would like to plan to perform a small amount of rehab, using the City funds available to the property through 2026, and absorb the vouchers into the property, which will bring immediate relief for tenants and allow AHA to build in a year to a year and one-half of operating at the higher income level which will result in easier financing in 2026.

Commissioner Hadid moved to approve the Annual Plan for 2024, and Vice Chair Tamaoki seconded the motion. A roll call vote was taken, and the motion passed unanimously.

- Yes 6 Chair Grob, Vice-Chair Tamaoki,
 Commissioner Hadid, Commissioner Joseph-Brown,
 Commissioner Kaufman, and Commissioner Sidelnikov
- Absent 1 Commissioner Husby



6.C. Accept the report and approve the Resolution for Schedule of Authorized Positions for Fiscal Year 2023-24 and Pay Schedule for Fiscal Year 2022-2023.

Janet Basta, Director of Human Resources and Operations stated that after considering the longer than typical length of time that it is taking to hire staff combined with the approval and funding of several proposed development projects, staff foresees the need for additional staff and is presenting the Schedule of Authorized Positions and Pay Schedule ahead of and separate from the budget. Ms. Basta provided an overview of the proposed additional positions, which when compared to last year, includes a net of one additional position, after the removal of the six Rent Program positions which have been transferred to the City, and summarized the work to be assigned to each of the respective positions. If approved, recruiting efforts will begin immediately so that these positions can be filled at or close to the beginning of the upcoming fiscal year. With the exception of the proposed position changes in the Finance and Housing Development departments, it is not expected that hires will take place until the next budget year (FY 23-24), so the budget for FY 22-23 can absorb the proposed changes. The Pay Schedule has been amended to reflect the proposed changes. The FY 23-24 budget is in the process of being prepared and has already taken these changes into consideration. More analysis of the budget, including salaries and benefits, will be presented with the full budget.

In response to the Board, Ms. Basta stated that the FY 22-23 budget will be able to absorb the proposed positions to be hired within FY 22-23. Staff will present the Pay Schedule for FY 23-24 which will include an increase in the budget for positions to be hired after the beginning of FY 23-24. Ms. Cooper stated that the staff is presenting and requesting approval of the proposed positions in order to begin the recruitment for essential positions needed for the new development projects. Ms. Basta stated that, in comparison to FY 22-23, it is anticipated that proposed positions will result in an 11.58% increase in the payroll budget for FY 23-24, not including temporary staff. However, each Assistant Director position not backfilled will back out approximately 2.2 % of the budget if internal promotions are made and management does not replace the vacated positions. The projected budget increase includes a 4% COLA and 1.3% for the compensation study that was implemented, so overall there will be a 6% increase in payroll costs. Open positions are budgeted for at the top of the respective salary range.

Chair Grob adjourned the meeting at 7:44 p.m. and postponed the vote on this item until the meeting is readjourned.

Chair Grob reconvened the meeting at 8:06 p.m.

Chair Grob moved to accept the report and approve the Resolution for Schedule of Authorized Positions for Fiscal Year 2023-24 and Pay Schedule for Fiscal Year 2022-2023, and Vice Chair Tamaoki seconded the motion. A roll call vote was taken, and the motion passed unanimously.



- Yes 6 Chair Grob, Vice-Chair Tamaoki,
 Commissioner Hadid, Commissioner Joseph-Brown,
 Commissioner Kaufman, and Commissioner Sidelnikov
- Absent 1 Commissioner Husby

.6.D. Approve the Resolutions for a State of California Grant and Loans and Authorize the Executive Director to Execute all Other Documents Required for the North Housing Senior Apartments Development.

Tony Weng, Sr. Project Manager provided a presentation that included an overview of HCD Resolutions for North Housing Senior and Webster Hotel Conversion (Item 6.E).

Commissioner Hadid moved to approve the Resolutions for a State of California Grant and Loans and Authorize the Executive Director to Execute all Other Documents Required for the North Housing Senior Apartments Development, and Commissioner Sidelnikov seconded the motion. A roll call vote was taken, and the motion passed unanimously.

- Yes 6 Chair Grob, Vice-Chair Tamaoki,
 Commissioner Hadid, Commissioner Joseph-Brown,
 Commissioner Kaufman, and Commissioner Sidelnikov
- Absent 1 Commissioner Husby

6.E. Approve the Resolutions for a State of California Loan and Authorize the Executive Director to Execute all Other Documents for the Webster Street Hotel Conversion/Alameda Adaptive Reuse Development.

Sylvia Martinez, Director of Housing Development stated that the Webster Street Hotel Conversion received the same funding as described in Mr. Weng’s presentation of item 6.D, so respective Resolutions are required. The Resolutions have been reviewed and approved by General Counsel and the project specific attorneys. This project is not a tax credit property and does not include a limited partner. The entities involved are Island City Development (ICD) and AHA, as a co-sponsor and public agency.

Chair Grob moved to approve the Resolutions for a State of California Loan and Authorize the Executive Director to Execute all Other Documents for the Webster Street Hotel Conversion/Alameda Adaptive Reuse Development, and Commissioner Sidelnikov seconded the motion. A roll call vote was taken, and the motion passed unanimously.



- Yes 6 Chair Grob, Vice-Chair Tamaoki,
 Commissioner Hadid, Commissioner Joseph-Brown,
 Commissioner Kaufman, and Commissioner Sidelnikov
- Absent 1 Commissioner Husby

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

None.

8. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Cooper recognized the passing of former employee Joyce Takemoto who worked for AHA for almost 30 years. Ms. Cooper expressed gratitude and recognized Mr. So for his leadership and work performed to complete an outstanding Audit; recapped the celebration event at Rica Vista noting that all but 80 of the 132 units have been leased up; invited the Board members to the AHA Agency Luncheon scheduled to take place on April 19, 2023 and requested that Board members please R.S.V.P.; recapped the CHAM Nuts & Bolts of Asset Management Training; recognized Stephanie Shipe, Director of Portfolio Management and FPI Management for a smooth transfer of Independence Plaza (IP) and stated that the Anne B. Diament (ABD) property will be transferred to FPI no later than July 1, 2023.

9. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

The Board recognized and appreciated the outstanding work performed by staff, including their diligence, and providing the Board with complete and comprehensive reports and presentations. The results of staff working above expectations are evident in the audit results.

10. ADJOURNMENT

Chair Grob adjourned the meeting at 8:19 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, Chair
Board of Commissioners





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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: April 19, 2023

Re: Accept the Monthly Development Report for Rosefield Village.

BACKGROUND

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

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

DISCUSSION

The project received its construction completion and Certificate of Occupancy in August 2022. There is no work being performed on the site currently.

Leasing and Compliance

The project achieved 100% lease up of its tax credit units (89 units, including 23 project based voucher units) as of October 31, 2022, which is a major milestone. The site is 98% leased, with one unit on hold, due to an EBMUD water service upgrade. The held unit is currently being marketed for leasing. There is one other new vacancy at the site that is expected to be filled by the end of the month. Although the project is now managed by FPI, the prior management company, John Stewart Company, continues work on a small number of remaining compliance issues from the original lease up.



Stabilization and Conversion

The next major steps for the project are to achieve stabilization and to go through conversion to the permanent loan phase. The stabilization includes documentation of three months of stable operations. Conversion requires that all tax credit units be appropriately leased, the stabilization period has passed, and the CPA firm has certified all costs of the project. The CPA review of costs is still under review.

Because of the delay in lease up and stable operations, staff has elected to utilize the pre-negotiated six-month extension to the construction loan. There is a fee of approximately \$100,000 to extend, as well as the additional estimate of 2-3 months of interest carry at \$180,000/month. The construction lender requested that the loan change from the existing LIBOR index to the BSBY index, as the LIBOR index is no longer being used. This extension was authorized before the deadline of April 10, 2023. It is anticipated that the conversion will occur in July-August 2023. At that time, AHA will be eligible to receive an additional developer fee, and the construction loan will be paid off by investor proceeds and the permanent loan. The project is still expected to come in within the overall budget because the project had construction period savings.

Fire Service installation at 738 Eagle Ave

The Rosefield Village project is complete with the exception of replacing the fire service at the duplex on 738 Eagle Avenue. This building is part of the development, but is not a tax credit unit and did not receive any renovations, as it had been renovated recently. However, during construction, it was discovered that the fire service had not been properly installed, and replacement was required. In July 2022, staff applied for permits to East Bay Municipal Utility District (EBMUD), which is severely backlogged. EBMUD approved the drawings in March and this work should begin soon so that both of the units in the duplex can be occupied. Currently, one unit cannot be occupied due to the fire service, which is required if the building operates as a duplex. The EBMUD work is now anticipated to be scheduled before mid-May, as the review process has been completed.

FISCAL IMPACT

Until the project converts to the permanent loan, all guarantees are in place and the construction loan is recourse to ICD and AHA. In addition, the project still needs to meet the major milestone of conversion to pay out additional developer fee. At this point, the project continues to be under budget, largely due to construction cost savings.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Development Report for Rosefield Village.

ATTACHMENTS

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Stephanie Shipe, Director of Portfolio Management

Date: April 19, 2023

Re: Accept update on the transfer of Anne B. Diament (ABD) to FPI effective June 1, 2023.

BACKGROUND

As of January 1, 2023 FPI Management began managing properties previously managed by JSCo (The John Stewart Company). As of March 1, 2023 Independence Plaza (IP) moved to third-party property management as well, under FPI Management.

DISCUSSION

Anne B Diament (ABD) was set to transfer by June 30, 2023. Due to staffing changes, Anne B Diament may transfer as early as June 1, 2023. The Housing Authority of the City of Alameda (AHA) has committed to giving a 30-day notice to the remaining three staff impacted. FPI has also opened recruitment and offered to interview any AHA employee who is facing a lay off.

FISCAL IMPACT

None at this time.

CEQA

N/A

RECOMMENDATION

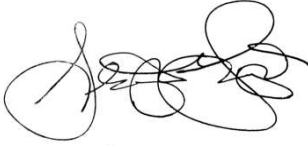
Accept an update on the transfer of Anne B. Diament (ABD) to FPI effective May 31, 2023 or June 30, 2023.

ATTACHMENTS

None

Respectfully submitted,



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

Stephanie Shipe, Director of Portfolio Management



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of the
City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager, Jasmine Polar, Executive Assistant

Date: April 19, 2023

Re: Accept Project Names for New Housing Developments.

BACKGROUND

In September 2022, the Board of Commissioners of the Housing Authority of the City of Alameda (AHA) approved a Development Naming Policy along with a list of potential names for future project consideration.

Since the approval of the Development Naming Policy, several projects are moving forward with feasibility and predevelopment activities, and two of the projects received a major funding allocation from the California Department of Housing and Community Development (HCD) that are either expected to go into construction soon or are in the final stages of securing the required financing.

Staff have identified project names, sought input from AHA employees and partners, and would like to seek input and approval from the Board of Commissioners for the projects discussed below.

DISCUSSION

The North Housing PSH I and II project

The two PSH projects were designed to share many physical and operational amenities, such as the entrance, the lobby, the community room, onsite property management, and supportive service spaces for the financial feasibility of the projects. Therefore, staff recommends the name “The Estuary” to serve both PSH buildings. Estuary was the name of the segregated housing development at the former NAS Alameda base, and it was part of the workforce housing for the war effort, and once owned by the Housing Authority. Although the original buildings have been demolished, the story of the families who lived in this housing, and who were displaced, could be echoed with the proposed name “The Estuary”. Staff have met and discussed the proposed name with our service provider partners and they approve of this name. The proposed name meets the guidelines of the Development Naming Policy.



The North Housing Senior Apartment project

The senior project is one of the three buildings at North Housing Block A, located at the corner of Lakehurst Circle and the new Mabuhay Street. Staff recommends the name “Linnet Corner” to serve the proposed senior apartment project. Linnet is a type of bird, and it was on the list of potential names that meet the Development Naming Policy.

Webster St. Hotel Conversion project aka Alameda Adaptive Reuse project

The hotel conversion project recently received a State HCD allocation, which enables the project to move swiftly from predevelopment to construction and potentially leased up in the next 9 to 12 months. Staff recommends “Poppy Place” to serve the Webster St. Hotel Conversion project. Poppy is a type of flowering plant and California's state flower, and it meets the guidelines of the Development Naming Policy.

Tilden Commons project

The Tilden Commons project is the former AUSD site acquired by AHA in 2022. Staff recommends the name “The Poplar” to serve the proposed project at the former AUSD site on the east end of the city. Poplar is a type of tree, and it was on the list of potential names that meet the Development Naming Policy.

Staff have researched the proposed names presented in this memo and did not find the names already in use on the island, or other issues. The Development Naming Policy (Attachment 1) is included with this memo for reference.

FISCAL IMPACT

None

CEQA

Not Applicable

RECOMMENDATION

Accept Project Names for New Housing Developments.

ATTACHMENTS

1. AHA Development Naming Policy

Respectfully submitted,



Tony Weng, Senior Project Manager, Jasmine Polar, Executive Assistant



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: September 29, 2022

Re: Provide Input on a Development Naming Policy.

BACKGROUND

There is no existing naming policy or list of possible names at the Housing Authority of the City of Alameda (AHA). In the past, new AHA housing developments have been named after the location or honored a historic event or figure, such as Littlejohn Park which is named after Elector Littlejohn, a well-known housing justice activist in Alameda. Name ideas have come from the AHA staff and departments, and consequently approved by the Executive Director and the Board of Commissioners.

The City of Alameda has a rich history with various cultural groups and environmental landmarks making distinct contributions to the community that resides on the island today. That diverse history should be reflected in the naming process of new developments and community spaces as a way of carrying on those legacies. This can be through the honoring of respected individuals, cultural groups, Native history, geographical features, and city values. While recognizing names that represent the past and present of Alameda, it is also important that they also reflect values that look forward to a diverse, sustainable, and caring future.

There are opportunities to name developments, phases, private streets, and community spaces, such as community rooms or gardens/outdoor spaces.

DISCUSSION

One of the AHA summer interns, who is herself a local Alamedan, Clarisa Wolff Urzua, researched best practices among public agencies and nonprofits and prepared an initial draft of this memorandum. Per Ms. Urzua's research, staff recommends policy guidelines such as:

1. Words that highlight the diverse heritage and cultural values of Alameda.
2. Descriptions calling out distinct natural, geographical features or environmental elements.
3. Names of events, inventions, or places of historical significance in city politics



and development (examples: China clipper, Neptune Beach, the Seaplane)

4. Names of individuals or organizations from Alameda who have been deceased for over 5 years who, in their lifetime, made a commitment to the City or greater good, providing benefits to others, especially to residents of the City.
5. Recognition of a group of individuals in Alameda with a commitment to providing benefits to others.
6. Names already approved by the City of Alameda. The City maintains a list of preapproved names.
7. Special consideration for North Housing – As a multiphase project, choose names that will help build an overall sense of community and relationship and, where possible, to acknowledge the history of the site.

A list of potential names that meet the guidelines is attached.

Potential protocols for approving names include:

1. “Working names” for developments should be established based on local streets or neighborhoods, i.e. North Housing, would be proposed by staff and would not generally be brought to the Board for approval. Care should be taken to be sure any working name is neutral, appropriate, and not too close to other AHA development names.
2. Legal entity names, (LLCs and LPs would follow the practice to date of naming after the adjacent cross streets.
3. Permanent public names - Staff will seek to identify a name or set of names that fit the policy guidelines above, and follow the steps below as applicable.
 - Naming proposals may be circulated among stakeholders available as a way of navigating concerns or possible controversies.- Where appropriate, AHA may consider naming suggestions from community members through a public forum. Names and naming changes require review and approval from the Board of Directors before issuance. Name suggestions can be maintained on a list.
 - Other jurisdictions have utilized the naming process as an opportunity for donations and sponsorships to be made in exchange for having input in the process.
 - Once the permanent names are identified, staff brings the names to the Board for adoption.

FISCAL IMPACT

None.

CEQA

Not applicable.

RECOMMENDATION

Provide Input on a Development Naming Policy.

ATTACHMENTS

1. Attach 1 Names for Consideration

Respectfully submitted,

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

Sylvia Martinez, Director of Housing Development



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Gregory Kats, Director of Administrative Services

Date: April 19, 2023

Re: Accept memo and authorize the Executive Director or designee to sign all documents necessary to complete the purchase of a BMR unit for a price of no more than \$30,000 exceeding the maximum resale price, plus closing costs.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is currently in the process of purchasing a single-family, 3-bedroom home located at 410 Tucker Avenue in Alameda. The property is a Below Market Rate (BMR) affordable housing site that is in the midst of a foreclosure action by the lenders. AHA is the successor housing agency in this scenario, with the right to cure the defaulted payments and preserve this affordable housing site as part of AHA's portfolio. Our intent is to offer this home as a subsidized rental property to one of our many low-income families searching for affordable housing.

DISCUSSION

In 2016, the Board gave preapproval to staff to repurchase any BMR that goes into default, up to the maximum allowable restricted resale price. According to the City of Alameda's Community Development Department, the maximum allowable restricted resale price for this property is \$408,579. Based on staff's negotiations with the various lenders, thus far, staff projects that the purchase price for this property may potentially exceed the maximum resale price by as much as \$30,000 (this is an estimate, not a final number). Therefore, staff requests the Board's approval in acquiring this property for a purchase price that exceeds the maximum resale price, in order to preserve and maintain this home as an affordable housing site for our clients. The sale is expected to close by the end of April.

FISCAL IMPACT

We estimate that the purchase price of the property may exceed the maximum resale price by approximately \$30,000. Closing costs are expected to be approximately \$5,000. Approximately \$50,000 of rehabilitation work will also be required, in order to return the unit to compliance with HUD's Housing Quality Standards. The total cost of the acquisition is expected to be less than \$500,000.



CEQA

N/A

RECOMMENDATION

Accept the memo and authorize the Executive Director or designed to sign all documents necessary to complete the purchase of a BMR unit for a price no more than \$30,000 exceeding the maximum resale price, plus closing costs.

ATTACHMENTS

None

Respectfully submitted,

Gregory Kats

Gregory Kats, Director of Administrative Services



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Joseph Nagel, Construction Project Manager

Date: April 19, 2023

Re: Authorize the Executive Director to Execute a Contract up to \$1,900,000 with Freestone Reconstruction for Independence Plaza (IP) Balconies; Authorize the Executive Director to Execute a Contract up to \$275,000 with PipeSpy Inc. for Private Sewer Lateral Testing for IP; Accept an Update Report on the IP Balconies Project.

BACKGROUND

In May of 2022, the Board of Commissioners approved a funding and construction plan to renovate the balconies at the Independence Plaza Apartments, in accordance with state requirements to keep balconies in repair. The funding plan included an overall budget authority of \$1,850,000 for the work, and a short-term loan of \$800,000 from the Housing Authority of the City of Alameda (AHA) to Alameda Affordable Housing Corporation (AAHC) to bridge the permanent sources. The budget was increased by \$100,000 to account for permits, fees, and work performed to allow balconies to pass HQS inspections. Work began in the summer of 2022, and is now 100% completed. The staff have a good understanding of the current and projected costs and are returning to the Board for an additional cushion of funding to be able to complete additional scopes required to complete the project.

DISCUSSION

All five building permits for the balcony work has been signed off by the City's inspectors. As part of the work, Freestone performed some smaller balcony repairs that were causing units to fail HQS inspections. These repairs totaled approximately \$150,000. In the end, the Freestone contract will need to be increased by an amount up to \$20,000 to account for this additional work. Because the contract exceeds the Executive Director's spending authority, staff asks for the Board to authorize this final change order to the Freestone contract. Staff anticipates filing a notice of completion and paying retention on this contract in the next 60 days. As an additional requirement, AHA will be required to obtain Private Sewer Lateral (PSL) certifications from EBMUD for the City of Alameda building permits to be closed. Freestone is not involved in this work.



In 2009, the United States Environmental Protection Agency (EPA) and the California Regional Water Quality Control Board ordered the East Bay Municipal Utility District (EBMUD), six East Bay cities and one sewer district to fix old, cracked sanitary sewer pipes. Many pipes are in need of repair to prevent the infiltration of rainwater, which can overwhelm wastewater pipes and treatment facilities and cause partially treated wastewater to be released into the Bay. The EPA's mandate compelled EBMUD and its partners to phase in a Regional Private Sewer Lateral (PSL) Ordinance beginning in 2011. Affected property owners must obtain a certificate from EBMUD certifying that all of their PSLs are leak-free. Property owners may also voluntarily choose to have their laterals tested and certified. These certificates are a close-out requirement of the City of Alameda during their permit process where more than \$100,000 worth of work is being completed.

Therefore, the repairs have triggered a requirement by EBMUD to perform private sewer lateral (PSL) inspections which will include testing for leaks and possible repair. Independence Plaza, unlike many apartment complexes, has (7) on-site sewer manhole access points rather than just smaller laterals, so the inspection, testing, and possible repair process is more complicated. Staff has contracted a qualified 3rd party sewer inspection and repair contractor to inspect and assess the sewer laterals and on property sewer mains. After cleaning, inspecting and video documenting the existing conditions of the system, the contractor has provided a preliminary cost of approximately \$270,000 to make required repairs, and in coordination with EBMUD inspectors, pressurize the system for testing and certification.

Staff requests \$300,000 from project operations so that work can continue and be completed in early 2023 as anticipated.

FISCAL IMPACT

The financing for the balcony work was a combination of project reserves, City Redevelopment Funds, and an internal bridge loan from AHA for the City funds. Staff has requested additional City Redevelopment Funds for the period 2023-24, which could be a permanent source of funding for the additional costs, if approved. If those funds are not available, the internal bridge loan could be repaid by project cash flow. The sewer work is anticipated to be covered by project operations.

CEQA

Not applicable.

RECOMMENDATION

Authorize the Executive Director to Execute a Contract up to \$1,900,000 with Freestone for Independence Plaza (IP) Balconies; Authorize the Executive Director to Execute a Contract up to \$275,000 with PipeSpy Inc. for Sewer Testing for IP; Accept an Update Report on the IP Balconies Project.

ATTACHMENTS

1. IP Budget 4_5_2023

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joseph Nagel". The signature is fluid and cursive, with the first name "Joseph" and the last name "Nagel" clearly distinguishable.

Joseph Nagel, Construction Project Manager

CURRENT BUDGET/COSTS

BUDGET	\$	1,950,000.00	FREESTONE CHANGE ORDERS	HQS REPAIR COSTS PER C/O	SANITARY SEWER
Freestone Contract	\$	(1,669,508.00)	C/O #1 \$ 38,603.90	29,815.90	Contract
Freestone Change Orders	\$	(194,427.14)	C/O #2 \$ 15,428.00	13,298.00	C/O #1
Permits and Printing	\$	(40,272.13)	C/O #3 \$ 12,707.00	-	C/O #2
Prevailing Wage Monitoring	\$	(16,920.00)	C/O #4 \$ (13,397.00)	-	Anticipated EBMUD Fees
Engineering Costs	\$	(15,500.00)	C/O #5 \$ 30,527.13	12,677.13	
Builders Risk	\$	(4,464.00)	C/O #6 \$ 33,818.11	27,288.11	
Sanitary Sewer	\$	(24,500.00)	C/O #7 \$ 76,740.00	76,740.00	
FEMA Surveyor	\$	(2,100.00)		159,819.14	
Remaining Budget	\$	(17,691.27)			

BUDGET INCLUDING THE PENDING SANITARY SEWER COSTS

BUDGET	\$	1,950,000.00
Freestone Contract	\$	(1,669,508.00)
Freestone Change Orders	\$	(194,427.14)
Permits and Printing	\$	(40,272.13)
Prevailing Wage Monitoring	\$	(16,920.00)
Engineering Costs	\$	(15,500.00)
Builders Risk	\$	(4,464.00)
Sanitary Sewer	\$	(272,580.00)
FEMA Surveyor	\$	(2,100.00)
Remaining Budget	\$	(265,771.27)

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: April 19, 2023

Re: Authorize the Executive Director to execute contracts and/or amendments and expenditures in the not to exceed amount of \$83,580 with Robert Half International and with Protiviti Government Services in the not to exceed amount of \$360,000.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) has utilized services from a number of temporary and recruiting agencies over the years including conducting RFP processes for temporary staffing services in 2018 and recruiting services in 2020. Robert Half International, among other agencies, has been utilized as a vendor to provide some of these services and several contracts and amendments have been authorized and executed.

DISCUSSION

Robert Half International has provided staffing and recruiting services, including securing several salaried accounting professionals to provide specialized finance services since 2016. Using salaried professionals ensures that staff are available for the full duration of the assignment, as they are employees of Robert Half and thus not seeking permanent employment. Additionally, Robert Half recruiting services were utilized to assist with successful filling of both the Finance Director and Controller positions at AHA. Expenditures on these services totaled approximately \$450,638 from 2018-2022; note that temporary services billing/expenditures includes both administrative fees paid to the agency and the actual wages paid to the temporary staff. AHA does not currently have a contract in place with Robert Half International.

Beginning in January, 2022, specialized accounting services were secured through Protiviti Government Services, a wholly owned subsidiary of Protiviti, Inc, which was purchased by Robert Half in 2002. Contracts and amendments were executed with Protiviti Government Services, Inc. in the amount of \$230,000; expenditures have been approximately \$202,000 to date.

AHA management has identified a need for additional salaried accounting professional



support through Protiviti Government Services for approximately six months beginning in July 2023 to assist with the transition to third party property management and the complex financial transactions required to support that transition. Additionally, AHA would like to engage in a contract with Robert Half International to provide recruiting services for finance and asset management positions. These services are provided on a contingent basis, and only paid if AHA hires a candidate as a result of using the services. Because of the relationship between these two entities and the amount of the contract, Board authorization to proceed is being requested.

FISCAL IMPACT

Temporary and recruiting services have been budgeted for and are also covered by salary savings when positions are vacant or staff are on unpaid leaves. AHA has also budgeted for recruiting services this fiscal year; while we anticipate that recruiting fees may be higher than budgeted for due to the number of positions vacant and the length of time it has taken to fill some open positions, salary savings from budgeted vacant positions are adequate to cover these costs.

CEQA

Not applicable to this item.

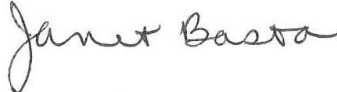
RECOMMENDATION

Authorize the Executive Director to execute contracts and/or amendments and expenditures in the not to exceed amount of \$83,580 with Robert Half International and with Protiviti Government Services in the not to exceed amount of \$360,000.

ATTACHMENTS

- 1. Exhibit #1 Protiviti Amendment #3 2023.4

Respectfully submitted,



Janet Basta, Director of Human Resources and Operations

AMENDMENT NO. 3 TO CONSULTANT AGREEMENT

This Amendment of a Consultant Services Agreement by and between the Housing Authority of the City of Alameda, public body, corporate and politic (hereinafter "AHA") and Protiviti Government Services, Inc., a Maryland corporation, through its staffing division Robert Half Government whose address is 1640 King Street, Alexandria VA 22314 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS

- A. On January 21, 2022, a Consultant Agreement was entered into by and between AHA and Consultant.
- B. The Original Consultant Services Agreement limited the Compensation to Consultant to not exceed one hundred twenty eight thousand dollars and zero cents (\$128,000.00) for the initial term of the contract through July 31, 2022.
- C. On July 29, 2022, the contract was amended to allow for an extension through September 30, 2022 and a not to exceed amount of one hundred seventy-five thousand dollars and zero cents (\$175,000.00).
- D. On September 8, 2022, the contract was amended to allow for an extension through December 31, 2022 and a not to exceed amount of two hundred thirty thousand dollars and zero cents (\$230,000.00).
- E. The effective date of this Amendment shall be July 1, 2023.
- F. All conditions of the Consultant Agreement will remain the same except as amended below.

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

The contract shall be extended for up to seven additional months, through January 31, 2024, and

The Compensation to Consultant will include a not to exceed amount of three hundred sixty thousand dollars and zero cents (\$360,000.00).

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

Protiviti Government Services, Inc.

Housing Authority of the City of Alameda

John Owen
Managing Vice President

Vanessa M. Cooper
Executive Director



Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: April 19, 2023

Re: Accept an Update on Predevelopment Financing for 2615 Eagle Avenue.

BACKGROUND

In its previous developments, the Housing Authority of the City of Alameda (AHA) funded all of its own acquisition and predevelopment costs either through direct spending or through predevelopment loans to Island City Development (ICD). This is not typical for affordable housing developers, who frequently use predevelopment loans, lines of credit, banks or other third party funds to pay for acquisition and predevelopment. Because of its strong pipeline, the Housing Authority has allocated nearly all of the available funds for new construction production (per the Reserve Policy, most recently updated in October 2022). With a very active year of development ahead, staff is looking to other opportunities to fund predevelopment via third-party resources to release some AHA funds for use on other sites, especially those on a longer schedule for development, such as the Tilden site. A full plan will be presented in May. However, staff would like to provide early information on a potential funding source for consideration now.

DISCUSSION

The Bay Area is fortunate that there are a number of community development financial institutions (CDFIs) that support affordable housing predevelopment, and that these CDFIs are in turn supported by local banks and corporations including the philanthropic arms of our strong technology sector. In particular, the Partnership for the Bay's Future has a "Family of Loan Funds" available for investing in affordable housing (<https://baysfuture.org/family-of-loan-funds/>). AHA staff has researched the potential use of its Community Housing Fund to provide acquisition and predevelopment funding for Tilden Commons (2615 Eagle Avenue). A brief description is attached.

The goal would be to obtain a loan, secured against the property, at 150% loan to value and use those funds for acquisition (including reimbursing AHA for funds already disbursed), demolition of the derelict buildings, and initial design and entitlements. The purchase price was \$2,500,000, so approximately \$3,750,000 can be achieved. The



loan will likely have to be in AHA's name, as they are the owners of the property.

The Board will be able to review a term sheet in May and will be asked to allow staff to move forward, if desired. The closing should only take a few months.

FISCAL IMPACT

Monthly interest would be \$6,750 approximately. The loan will be interest only (payable monthly) and will need to be fully repaid upon maturity or close of construction (48 months maximum). All costs are able to be rolled into the total costs of developing this site as affordable housing.

CEQA

Not applicable

RECOMMENDATION

Accept an update on Predevelopment Financing for 2615 Eagle Avenue.

ATTACHMENTS

1. PBF Family of Loan Funds_

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Family of Loan Funds

About the Partnership for the Bay's Future

We believe that every family has a right to a stable home, and that keeping Bay Area families—of all races and economic backgrounds—in quality, affordable homes is crucial to creating and maintaining healthy, resilient communities.

Created in collaboration with the community and in response to their needs, the Partnership for the Bay's Future (PBF) is a public-private collaborative working with community and faith-based leaders, housing experts, elected officials, and residents with the goal of protecting people in affordable housing, and preserving and producing more homes. This centers on the understanding that a dual approach—addressing policy change and investing in affordable housing simultaneously—is the best way to move the needle. As such, the Partnership is composed of a policy fund that supports the creation and implementation of policies to stem the tide of displacement and preserve and produce housing; and a family of loan funds focused on increasing housing supply.

The Partnership's work will eventually expand to include the interconnected challenges of transportation and economic opportunity—elements also critical to the Bay Area's long-term prosperity.

Launched in 2019 with a seed investment from the Chan Zuckerberg Initiative (CZI), the partnership is managed by the San Francisco Foundation (SFF) and Local Initiatives Support Corporation (LISC), and supported by a broad coalition of foundations, corporations, and financial institutions.

About the Family of Loan Funds

What

A family of loan funds that supports the production and preservation of affordable homes in five Bay Area counties. Managed and originated by LISC, the Corporation for Supportive Housing (CSH), and Capital Impact Partners, the funds are designed to address the lack of available affordable homes—a reality that disproportionately impacts households of color—by bridging funding gaps throughout the region's rental housing market.

Goal

By investing at least \$500 million by the end of 2025, we believe that making significant resources available to support housing affordability today will protect our most vulnerable residents now and in the future. We know that a stable home is crucial to maintaining a healthy, thriving community and we believe investing in affordable housing will also promote the long-term economic success and racial diversity of our region.

Impact

The impact is estimated to preserve and produce more than 8,000 units in the next ten years, as well as indirectly contribute to the preservation and production of other units across the Bay Area in Contra Costa, Alameda, San Mateo, Santa Clara and San Francisco counties.

How

As one of the nation's largest-ever private-sector housing funds, we believe that the magnitude of the housing problem facing the Bay Area demands us to be collaborative, responsive, and uniquely creative.



RESPONSIVE



COLLABORATIVE



CREATIVE

The Partnership for the Bay's Future is able to respond to a wide range of current housing needs because we listen.

We continually solicit feedback from borrowers and partners and use this information to modify fund strategy and loan products so that we can meet the needs of the ever-changing market.

Our lending ethos centers on the spirit of partnership.

In addition to our deep collaboration with the Partnership for the Bay's Future as a whole, including those at PBF's policy fund, we actively seek input from affordable housing finance experts, community development corporations, CDFIs, and other non-profits working in affordable housing to identify the best possible financing solutions for housing in five Bay Area counties.

At the Partnership for the Bay's Future, we actively seek out projects that try something different. We want to demonstrate the viability of creative, community-based solutions that can fill the current gaps in affordable housing, be replicated, and scale within the Bay Area and beyond.

We are also able to then support those projects that may require higher touch or more creative financing solutions.

Eligibility and Terms

The Bay's Future Fund (BFF) and Community Housing Fund (CHF) serve five counties in the bay area: San Francisco, Alameda, Contra Costa, San Mateo, and Santa Clara. They support a range of affordable housing projects from those earning extremely low incomes to much needed workforce housing—serving those earning 0–120% of Area Median Income (AMI). The loan funds have a team of dedicated underwriters ready to support structuring financing for all project types. The funds support a variety of loan structures from predevelopment through permanent financing. Underwriting can be flexible to help create a structure that best fits project needs.

Community Housing Fund

The Community Housing Fund supports projects with at least 20% of its tenants at 30% AMI or below; Santa Clara projects must meet Measure A [AMI] definition.¹

Terms offered include:

- 2% Interest rate
- Up to \$15M loan size
- Up to 150% LTV
- Up to 18 year loan term (latest maturity 2038)

Bay's Future Fund

The Bay's Future Fund is comprised of 6 products that support projects serving 0–120% AMI.

Terms offered include:

- Competitive interest rate determined by AMI, loan term, and originator. Typical range of 4–5%
- Up to \$7.5M loan size
- Up to 90–100% LTV for high impact projects
- Loans must mature by 8/1/2030

¹ **Type 1:** Projects that commit at least 50% of the units within the project as PSH units, RRH units, or a combination thereof; **Type 2:** Projects that have an affordability structure resulting in an average affordability of 45% of AMI and commit a minimum of 1/3 of the affordable units as a combination of PSH and RRH, 1/3 of the affordable units for ELI households and 1/3 of the affordable units for households earning up to 80% AMI.

Contact a Loan Officer

Become a Partner
info@baysfuture.org

Need financing?
BaysFuture@lisc.org

in @partnership-for-the-bay-s-future
@4BaysFuture f @BaysFuture



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
From: Joshua Altieri, Community Relations Manager
Date: April 19, 2023
Re: Accept a Presentation from Services Provider, LifeSTEPS.

BACKGROUND

Presentation from LifeSTEPS.

DISCUSSION

AHA's social services partner, LifeSTEPS, connects AHA tenants and program participants to important social services and resources, including Alameda Food Bank, medical services, rental assistance, transportation, hoarding resources, trade school scholarships, just to name a few. Candice Williams, Regional Supervisor of Social Services, will highlight LifeSTEPS 2022 services provided that impact many AHA households.

FISCAL IMPACT

Not applicable.

CEQA

Not applicable.

RECOMMENDATION

Accept a Presentation from Services Provider, LifeSTEPS.

ATTACHMENTS

1. LifeSTEPS Presentation for April 19th BOC

Respectfully submitted,
Joshua Altieri
Joshua Altieri, Community Relations Manager



LifeSTEPS

EMPOWERMENT ■ IMPACT ■ COMMUNITY
ONE STEP AT A TIME

**LifeSTEPS has helped our most in-need individuals and families
forge better lives for over 25 years.**



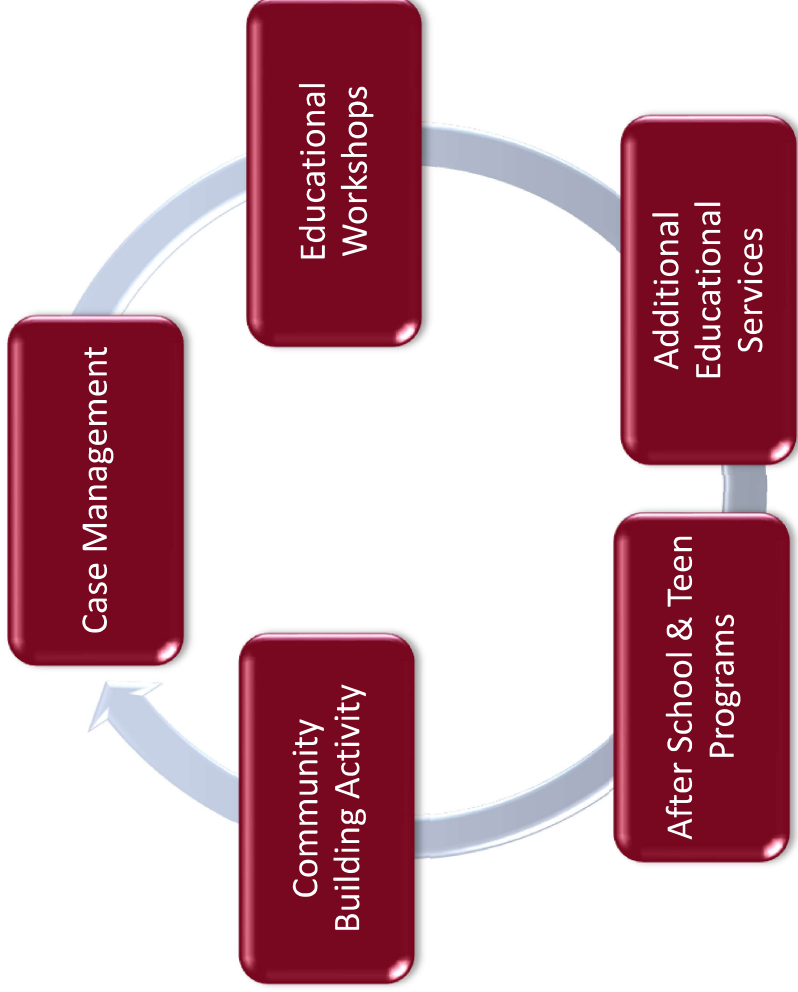
*Our mission is to provide effective
educational and supportive services to
maximize the strengths of individuals
and build resilient communities.*

Comprehensive Social and Supportive Services • Intensive Case Management Services •
Education • Health & Wellness • After School Programs • Family Self Sufficiency Programs •
Emergency Assistance Services • Whole Person Health



What We Do

- 390+ communities in CA
- 38,000+ homes (40% senior)
- 69,000+ bedrooms
- Wrap-around social services to affordable housing residents
- Supportive services to chronically homeless, veterans, Senior and disabled populations
- Family self-sufficiency program



LifeSTEPS

Bay Region Leadership and Staff Serving AHA



**Angel Reyes, DSS – Esperanza, Everett and Scattered Sites
Jean Burns, DSS – Independence Plaza, ABD, LittleJohn**

Trevor Jackman, DSS – Rosefield

Ericka Njemanze, DSS for FSS Program

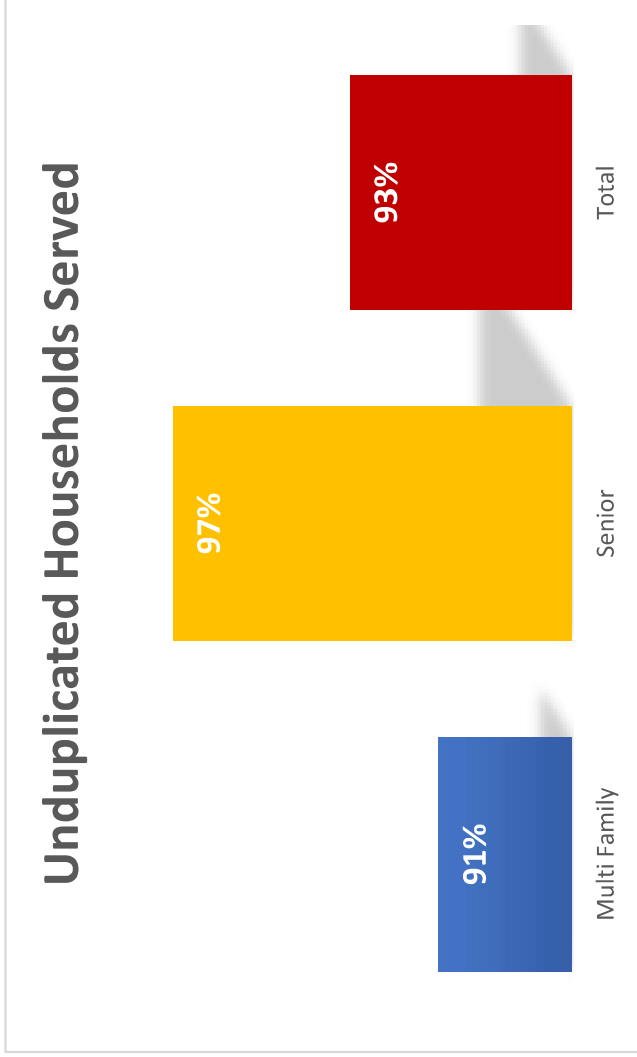
Sylvia Lemus, CM – Everett Commons VASH



**Belinda Lee, Regional Director
Candice Williams, Regional Supervisor**



AHA Units Engaged



91% of all multi-family site units were served

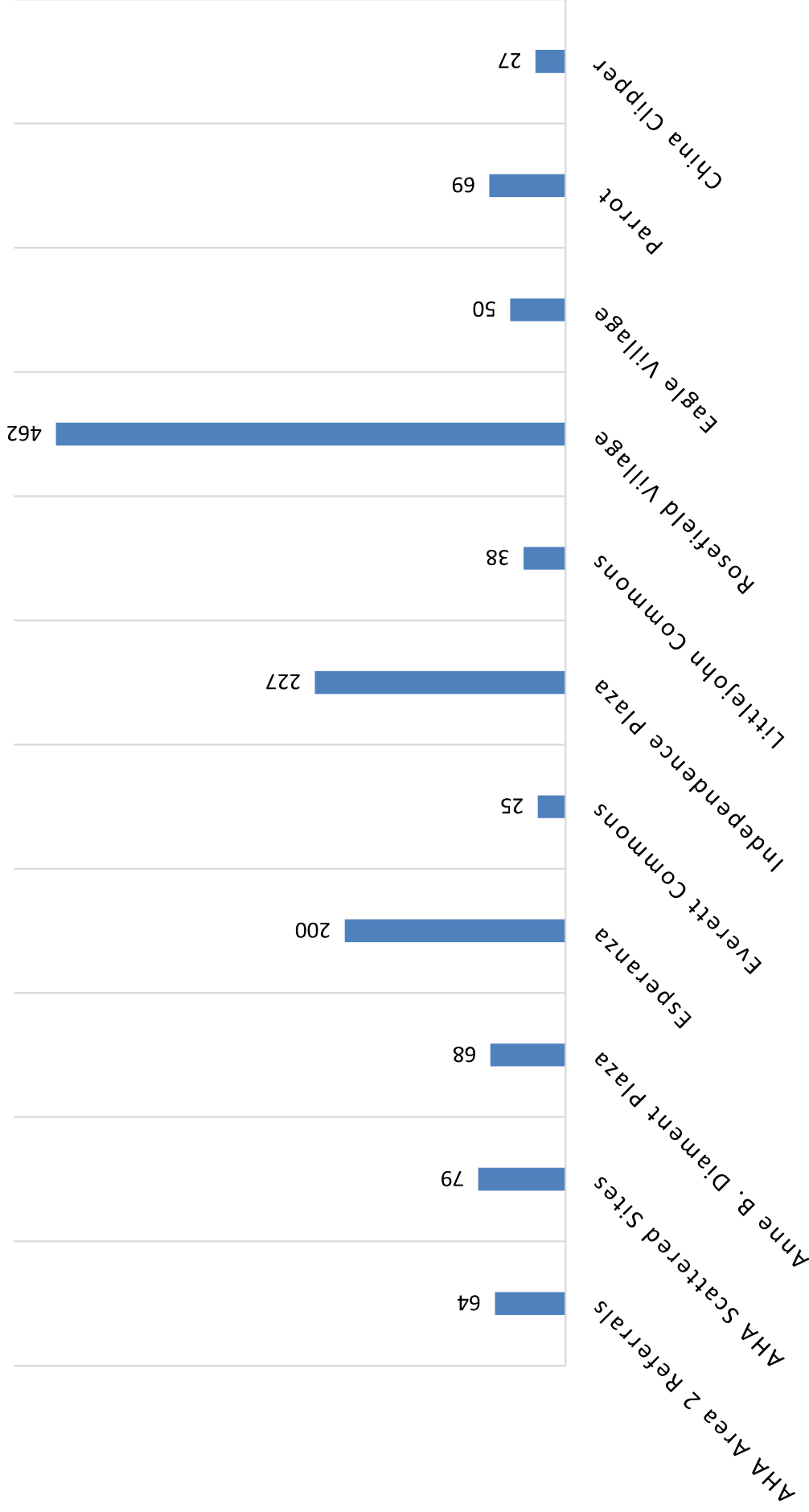
97% of all senior site units were served

93% of all AHA site units were served

Includes classes, workshops, community building activities, and case management

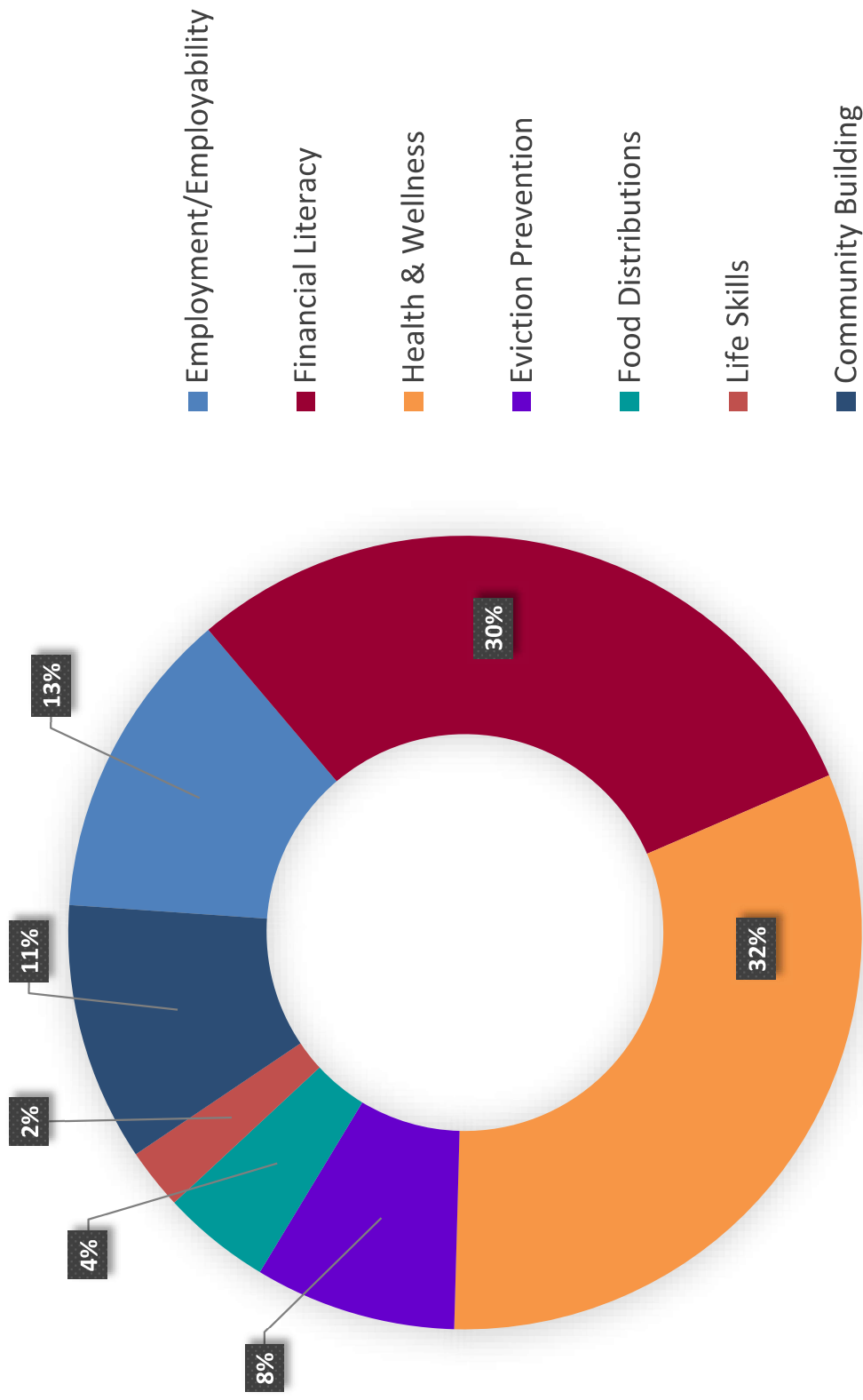
AHA Unduplicated Residents Served

Unduplicated Residents Served: 1,309



Includes classes, workshops, community building activities, and case management

Programming Service Hours 2022



Services Provided

The Alameda Housing Authority is consistently working closely with LifeSTEPS providing referrals for case management, overseeing programs and improving processes for effective and efficient delivery of services to residents.





LifeSTEPS values our partnership and appreciates the leadership of Alameda Housing Authority in striving for excellence to make lasting impacts that make a positive difference for the community.



Next we will go over how we acquire individual resident outcomes.

This process includes, but is not limited to:

- Attendance
- Number of sessions and hours provided by LifeSTEPS staff for classes
- Community building activities
- Case management

Thriving In Place Services

January 1, 2022 – December 31, 2022
Economic and Social Self-Sufficiency

Type of Class	# in Attendance (Duplicated)	# in Attendance (Unduplicated)	# of Sessions	Hours of Service
Food Giveaways <i>Improves Health and Creates Stability</i>	1,837	189	63	107.00
Health & Wellness <i>Healthy Aging Skills</i>	334	303	76	88.00
Resident Meetings <i>Creating Community</i>	84	74	4	6.75
Life Skills Education <i>Keeping Seniors Engaged</i>	75	65	21	17.00
Financial Skills <i>Budgeting/Health Care Costs</i>	80	53	44	25.00
Computer Skills <i>Combating Isolation</i>	5	5	4	2.50
Totals	2,415	280	212	246.25

Thriving In Place Services

January 1, 2022 – December 31, 2022

Case Management

Type of Case Management	Individualized Meetings	Unduplicated Residents	Hours of Service
Client Assistance	256	116	149.25
Education	323	170	142.75
Health and Wellness	1,859	304	718.50
Services	9	7	9.50

Total Case Management	
Older Adult and Special Needs Cases	2,321
Unduplicated Meetings	2,468
Unduplicated Households	271
Unduplicated Residents	315
Time Spent (Hours)	1,020

Thriving In Place Services

January 1, 2022 – December 31, 2022

Community Building

Type of Community Building Activity	# in Attendance (Duplicated)	# in Attendance (Unduplicated)	# of Sessions	Hours of Service
Socials, General	463	176	106	111.25
Games	117	85	23	28.00
Community Events	47	38	10	15.00
Movies	14	14	4	5.50
Holidays and Cultural Events	13	13	4	4.25
Crafts	26	25	5	4.25
<i>Totals</i>	748	211	174	197.25

Multi-Family Services

January 1, 2022 – December 31, 2022
Economic and Social Self-Sufficiency

Type of Class	# in Attendance (Duplicated)	# in Attendance (Unduplicated)	# of Sessions	Hours of Service
Health & Wellness <i>Healthy Living/Parenting</i>	140	102	110	54.25
Financial Skills <i>Budgeting/Credit Counseling</i>	52	47	59	29.25
Employment <i>Job Search/Job Skills</i>	46	39	50	25.50
Life Skills Education <i>Communication/Adult Education</i>	68	36	24	24.25
Food Giveaways <i>Healthy Living</i>	230	33	54	38.75
<i>Totals</i>	539	216	297	172.00

Multi-Family Services

January 1, 2022 – December 31, 2022

Case Management

Type of Case Management	Individualized Meetings	Unduplicated Residents	Hours of Service
Client Assistance	425	154	250.00
Education	2,304	709	1,293.00
Health and Wellness	3,822	602	1,716.25
Services	29	22	22.50

Total Case Management	
Mixed Use and Multi-Family Cases	6,292
Unduplicated Meetings	6,580
Unduplicated Households	809
Unduplicated Residents	893
Time Spent (Hours)	3,282

Multi-Family Services

January 1, 2022 – December 31, 2022
Community Building

Type of Community Building Activity	# in Attendance (Duplicated)	# in Attendance (Unduplicated)	# of Sessions	Hours of Service
Community Events	169	74	30	27.00
Crafts	22	22	3	2.00
Cultural Events	163	107	24	19.00
Games	385	291	61	50.00
Potlucks	14	14	2	3.00
Socials, General	206	109	41	38.00
<i>Totals</i>	<i>959</i>	<i>350</i>	<i>161</i>	<i>137.75</i>

AHA Resident Impact

Resident impacts are made possible by the leadership team of Alameda Housing Authority who engages with LifeSTEPS to empower residents through essential programs and services.





The measurement system at LifeSTEPS divides hundreds of individual outcomes into reporting categories.

Next we will go over a sampling of the outcomes and numbers reported by our onsite staff from January to December 2022.

AHA Resident Impact

AHA Multi-Family and Senior Site Outcomes: Economic Self Sufficiency - Health

- 222 residents received food donations
- 411 residents received healthcare services or participated in healthcare presentations
- 106 residents received coping skills and/or emotional support
- 839 residents learned healthy lifestyle techniques



*Some residents included in multiple categories

AHA Resident Impact

AHA Multi-Family and Senior Site Outcomes: Economic Self Sufficiency - Health

- 23 residents received medical, dental or vision services or were connected to a new medical provider
- 303 residents participated in diet, exercise and/or health education
- 22 residents were connected to mental health services
- 78 residents completed a parenting class or workshop
- 423 residents received healthy lifestyle counseling



*Some residents included in multiple categories

AHA Resident Impact

AHA Multi Family & Senior Site Outcomes: Economic Self Sufficiency - Financial

- 229 residents completing a budget and/or received budgeting education
- 188 residents completing financial education
- 346 residents completing financial counseling
- 134 residents avoided eviction due to services



*Some residents included in multiple categories

Client Assistance Program Helps Residents In Crisis



The Alameda Housing Authority and LifeSTEPS Client Assistance Program is an enhanced service available to residents, focused on providing help during times of crisis.

Client Assistance Program



What?

- Emergency Rental Assistance
- Transportation Assistance
- Medical/Prescription Help
 - Other Assistance

Why?

The purpose of the Client Assistance Program is to keep people in their homes, while also teaching them financial management skills to overcome challenges and transform their lives.

AHA Resident Impact

AHA Multi Family and Senior Site Outcomes: 1/1/2022 to 12/31/2022 Client Assistance

Rental Assistance through LifeSTEPS:

- \$1,994 granted; impacted 14 people; 6 households

Non-rental Assistance through LifeSTEPS:

- \$4,000 granted; impacted 1 person with a Trade Scholarship to Cosmetology School

Total Spent: \$5,994

1/1/2022 to 12/31/2022

Gifts In-Kind (GIK) at AHA Properties:

- Food value: \$52,976
- Goods value: \$1,700



Total GIK value: \$54,676

AHA Resident Impact

AHA Multi Family & Senior Site Outcomes: Social Self Sufficiency

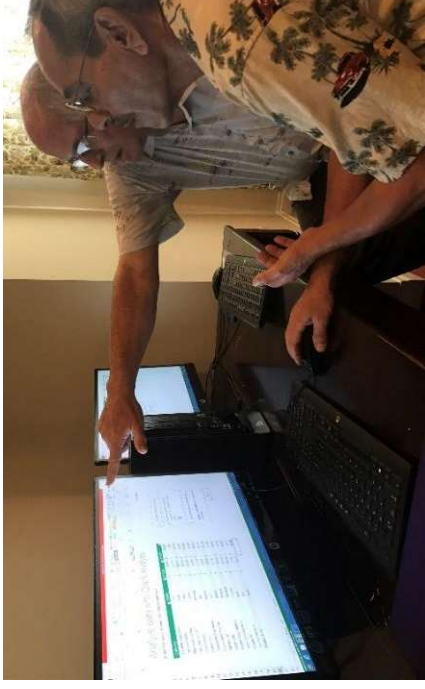
- 456 residents completed LifeSTEPS curriculum
- 133 residents participated in life skills classes (non-LifeSTEPS curriculum)
- 24 residents received legal assistance



*Some residents included in multiple categories

AHA Resident Impact

AHA Multi Family & Senior Site Outcomes: Economic Self Sufficiency - Employment



- 46 residents obtained new job skills
- 92 residents completed a job skills/training program and/or received help with their resume or job application
- 109 residents received employment counseling
- 19 residents acquired computer skills

*Some residents included in multiple categories

Healthy Living: Food for Life



Through partnership with the Alameda Food Bank and leadership at AHA, LifeSTEPS facilitates the delivery of emergency groceries to AHA households.

This was an on-going effort to address food insecurity and provide AHA residents with greater accessibility to healthy choices.

Spotlight: Rosefield Village

- **November 21:** Hosted community-wide event where families obtained free bike services for broken, non-motorized two-wheeled bikes. There were five households at Rosefield who received free bike repair.
- **DSS Trevor:** Assisted one resident with update to resume, application for job, and completion of mock interview. The resident obtained a fulltime job.
- **DSS Trevor:** Assisted one resident in obtaining a new mobile wheelchair.
- **Rosefield Village ASP** is thriving. Two children enrolled in the program are already showing improved reading levels.



Resident Quote: "Thank you to DSS (Trevor) and your commitment to supporting my concerns and social needs. LifeSTEPS helped me become mobile. This has been a true blessing and my new testimony to share with the world. I now have a sense of freedom and feel a little less disabled."

2022 Senior Highlights

Senior Sites:

Podiatrist Onsite: LifeSTEPS partnered with Community Health Center of America Medical Group. Over 40 residents were able to receive the service from the podiatrist onsite.

COVID-19 Booster Clinic: LifeSTEPS partnered with Wellness Spring Pharmacy to conduct a COVID-19 booster clinic. Over 20 residents across all properties received a COVID-19 booster vaccine.



Resident Quote: "LifeSTEPS classes and activities at Anne B. Diament gives me a reason to enjoy my community."



Senior Sites Continued:

Center for Elders Independence: LifeSTEPS partnered with CEI to conduct a health and wellness presentation. Over 20 residents received tools and resources for local health providers and discounted prescriptions.

Door-to-door food deliveries: Due to mobility issues, DSS Jean delivers a bag of fresh vegetables, fruit, and protein to five residents every other week.

Target Donation: Partnered with local Target to provide gifts and essential items to one senior. Provided a TV, blender, and an air purifier, totaling \$250 worth of items.

2022 Multi-Family Highlights

Family Sites:

December 16, 2022: LifeSTEPS team was key in distributing gift cards in the Alameda Fire Fighters Toy program. DSS Angel distributed gift cards to over 218 families.

December 12, 2022: Partnered with local Target to provide gifts and essential items to one family. Provided clothes, shoes, and toiletry items to the resident and her two children, and five grandchildren. **Totalling \$250 worth of items.**

October 19, 2022: DSS Angel assisted one family in obtaining Security Deposit Funding, Rental Assistance, and Furniture Assistance from Home Stretch Fund. They secured over **\$6,000 in funding.**



Resident Quote: “LifeSTEPS is a lifesaver. Without LifeSTEPS, I would not know the first place to start to get back on track. Having DSS Angel to rely on is comforting because I know I will receive guidance and help.”

Family Sites Continued:

September 7, 2022: DSS Angel partnered with Local McDonald's to create McDonald's Breakfast Donation Program; residents can pick up McDonald's items donated bi-weekly. Items are available to all AHA participants but frequently provide food to families at three properties: Parrot Village, Esperanza, and Everett Commons.

August 24, September 9, and November 21: Hosted community-wide event where families obtained free bike services for broken, non-motorized two-wheeled bikes. They serviced **21 households** across Alameda sites for free bike repair. Most households had multiple bikes to service.

August 2, 2022: Hosted two National Nights Out in one day for Everett Commons and Esperanza Apartments and connected with **over 35 families** and property management in-person with donated items. Local vendors from Xfinity, Pizza Hut, Starbucks, and Alameda ACI donated items for residents.

From February 2022 - December 2022: Supported AHA and residents in facilitating Drawbridge Activities and Alameda Parks and Recreation Activities every Wednesday.

June 28, 2022: Hosted event with property management for the grand opening of the Parrot Village Management Office.



Note of Appreciation to AHA Leadership

We appreciate the dedication of the AHA team as we continually build our valuable partnership in order to more efficiently provide important services and resources to residents.

The LifeSTEPS team is deeply thankful to AHA for their collaborative leadership. Vanessa Cooper has especially been instrumental in her commitment to excellence for LifeSTEPS to deliver effective social services.





Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: April 19, 2023

Re: Approve a Grant of \$2,438,000 and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents To Commit Funds to the Alameda Affordable Housing Trust Fund for North Housing Seniors.

BACKGROUND

In May 2022, the Board approved a loan of \$2,438,000 from the Reserve Policy to the North Housing Seniors project as a permanent loan and to leverage outside funding to complete the project. North Housing Seniors was able to use this funding to request an award of over \$20 million dollars from the State of California, and is currently applying for \$30 million in bonds and tax credits, which will be the final financing pieces. If successful, the project will begin construction in late 2023.

DISCUSSION

In July 2021, the Alameda Affordable Housing Corporation (AAHC) created the Alameda Affordable Housing Trust Fund (AAHTF) to provide a permanent local funding source for affordable housing in the City of Alameda. The AAHTF was capitalized with a \$7.5 million grant from the Housing Authority of the City of Alameda (AHA), and subsequently received \$2.5 million in matching funds from the Local Housing Trust Fund (LHTF) Program, funded by the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) and administered by the California Department of Housing and Community Development (HCD). State HCD released a 2023 Notice of Funding Availability (NOFA) for the LHTF program in March 2023. This is an opportunity to transition existing AHA commitments and leverage additional financing. For instance, the \$2.4 million existing loan for North Housing Seniors can generate \$609,500 in additional funding (i.e. a 25% match) from the State. A similar tactic was used with North Housing PSH I and PSH II. AHA transitions its existing loan commitment to a grant to the AAHTF, which then applies to the State for matching funds and commits to lending all funds to North Housing Seniors.

Approval of this request will allow North Housing Seniors to compete for an additional \$609,500, which is funding that is likely to be very useful in the rising construction cost



and rising interest rate environment that is likely to continue through the end of 2023. In addition, staff is currently in procurement for debt and tax credit equity partners, so some of the financing is still in flux. Without additional cushion, AHA may have to provide additional funds of its own, or defer its developer fee in order to close the transaction. Staff has also submitted an application to the Federal Home Loan Bank program, which may also provide additional financial cushion to the project. These processes are all competitive and there is no guarantee that the applications will be successful.

The downside to this commitment mainly lies in the form of repayment of this loan. This loan has always been structured as a residual receipts loan, which means that it is only paid if there are funds available at the end of each year. If AHA retains the loan, it will receive the repayments, which could be used for any purposes that fulfill AHA's mission. If AHA grants the funds to the AAHTF, the loan repayments will remain in the AAHTF to be used for capital loans for future developments. This is a decrease in flexibility.

However, it should be noted that residual receipt payments are typically shared, as a ratio of comparative size, among all public lenders. In the case of North Housing Seniors, the HCD loan is much larger (\$20 million) and will take the greater part of these repayments. AHA will also retain the ability to receive residual receipts payments for its ground lease for this development, which staff does not recommend flowing through the AAHTF.

If the application to State HCD, which is due in May with a potential award in August, is not successful, it is possible to reverse the grant to the AAHTF. However, once an award is accepted from State HCD, AHA must continue with its fulfillment of its grant to AAHTF.

There are related memos in the AAHC and ICD agendas to complete this approval if the Board is supportive. A form of legally binding commitment acceptable to HCD is attached.

FISCAL IMPACT

Future repayments will be made to the AAHTF instead of AHA. Financial feasibility of the development may be enhanced without resorting to deferral of developer fee or additional capital from AHA.

CEQA

Not Applicable

RECOMMENDATION

Approve a Grant of \$2,438,000 and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents To Commit Funds to the Alameda Affordable Housing Trust Fund for North Housing Seniors.

ATTACHMENTS

1. Att 1 - Draft Resolution AAHTF Grant for NH Seniors
2. Att 2 - Draft Grant Contract for Matching Funds

Respectfully submitted,

A handwritten signature in blue ink that reads "Tony Weng". The signature is written in a cursive style with a long horizontal stroke at the end.

Tony Weng, Senior Project Manager

HOUSING AUTHORITY OF THE CITY OF ALAMEDA Resolution No. _____

GRANT FUNDS TO THE ALAMEDA HOUSING TRUST FUND FOR PURPOSES OF THE FUND,

WHEREAS, the Alameda Affordable Housing Corporation (“AAHC”) was formed as a public benefit corporation established to operate exclusively to support the Housing Authority of the City of Alameda (“AHA”);

WHEREAS, the State of California (the “State”) Department of Housing and Community Development (“Department”) is authorized to provide up to \$57 million under the Local Housing Trust Fund (“LHTF”) Program from the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) (as described in Health and Safety Code section 50842.2 et seq. (Chapter 365, Statutes of 2017 (SB 3)) (“Program”); and

WHEREAS, the Department issued a Notice of Funding Availability (“NOFA”) dated March 07, 2023, under the LHTF Program; and

WHEREAS, the Alameda Affordable Housing Corporation is an eligible Local Housing Trust Fund sponsor applying to the Program to administer one or more eligible activities using Program Funds; and

WHEREAS, the Department may approve funding allocations for the LHTF Program, subject to the terms and conditions of Health and Safety Code Section 50842.2, the LHTF Program Guidelines, NOFA, Program requirements, the Standard Agreement, and other related contracts between the Department and LHTF award recipients; and

WHEREAS, the LHTF Program requires a legally binding commitment of local matching funds, preferably in an amount of 3:1 to requested funds, for purposes of supporting the creation of affordable housing;

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes the grant of funds in the amount of \$2,438,000 as a match for the LHTF Award pursuant to Guidelines Section 104 for purposes of the creation of affordable housing in the City of Alameda, specifically for the North Housing Senior development at 2000 Lakehurst Circle, Alameda, CA 94501; and

BE IT FURTHER RESOLVED, the Board hereby authorizes Vanessa Cooper, Executive Director, or her written designee are each separate, individually, and independently hereby authorized to execute a grant agreement, any other agreements or further documentation necessary to deliver these funds, including minor changes to this resolution and the grant contract.

ATTEST:

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, Chair
Board of Commissioners

Adopted:

Date

**GRANT AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA AND
ALAMEDA AFFORDABLE HOUSING CORPORATION**

This Grant Agreement (“Agreement”) is entered into this 19th day of April, 2023 (“Effective Date”), by and between the Housing Authority of the City of Alameda (“AHA”), a California public housing authority and the Alameda Affordable Housing Corporation (“Grantee”), a nonprofit public benefit corporation. AHA and Grantee are at times individually referred to as “Party” and collectively as “Parties” herein.

RECITALS

WHEREAS the Department of Housing and Community Development (“Department”) is authorized to provide up to \$53 million under the Local Housing Trust Fund (“LHTF”) Program from the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) (as described in Health and Safety Code section 50842.2 et seq. (Chapter 365, Statutes of 2017 (SB 3)) (“Program”);

WHEREAS, the Department issued a Notice of Funding Availability (“NOFA”) dated March 07, 2023, under the LHTF Program; and

WHEREAS, the Department may approve funding allocations for the LHTF Program, subject to the terms and conditions of Health and Safety Code Section 50842.2, the LHTF Program Guidelines, NOFA, Program requirements, the Standard Agreement, and other related contracts between the Department and LHTF award recipients; and

WHEREAS, the LHTF Program requires a legally binding commitment of local matching funds, preferably in an amount of 3:1 to requested funds, for purposes of supporting the creation of affordable housing, and

WHEREAS, Grantee is an eligible LHTF Program sponsor applying to the Program to administer one or more eligible activities using Program Funds; and

WHEREAS, the Grantee was formed as a public benefit corporation established to operate exclusively to support the AHA; and

WHEREAS, on April 19, 2023, the AHA Board of Commissioners adopted Resolution No. **XXXX** authorizing the grant of funds to the Grantee in the amount of \$2,438,000 as a match for the LHTF Award pursuant to Guidelines Section 104 for purposes of the creation of affordable housing in the City of Alameda and ongoing funding revenue from AHA (collectively “Grant Funds”) and authorized the Executive Director to execute this agreement; and

WHEREAS, the AHA and Grantee desires to formalize this legally binding commitment by the AHA; and

WHEREAS, the sole source of funding from AHA to be used as the Grant Funds are general unrestricted operating proceeds.

NOW, THEREFORE, the Parties agree as follows:

1. GRANT

1.1 AHA awards the Grant Funds to Grantee as follows:

1.1.1 \$2,438,000 as a match for the LHTF Award pursuant to Guidelines Section 104 for purposes of the creation of affordable housing in the City of Alameda. Payment by the AHA to Grantee shall be made on the earlier of 90 days before planned disbursement of Department funds, 180 days after the execution of the Standard Agreement by both the Grantee and Department or November 15, 2023, whichever is earlier; and

2. TERM

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until April 19, 2033, unless terminated earlier as provided herein.

3. RESTRICTIONS ON USE OF FUNDS

3.1 The Grant Funds are subject to the following expenditure conditions (“Approved Uses”):

3.1.1 The Grant Funds shall be expended solely for the purposes of the Grantee’s LHTF Program and for the North Housing Seniors development at 2000 Lakehurst Circle, Alameda, CA, if approved by the Department;

3.1.2 The Grant Funds shall not be used for any activity that would violate City of Alameda, state or federal statutory or decisional law such as regulations affecting non-profit or tax exempt organizations exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

3.2 Grantee further warrants to AHA that the Grant Funds will be spent solely for the Approved Uses and the Grant Funds shall be used by Grantee during this Agreement’s term otherwise the Grant Funds shall be returned to AHA, as provided in Section 5 below.

4. REPORTING AND ACCOUNTING REQUIREMENTS

4.1 At all times during the term of this Agreement, Grantee shall maintain true, proper, and complete books, records, and accounts (collectively, “Books and Records”) in which shall be entered fully and accurately all transactions taken with respect to the operations of Grantee under the Grant Proposal and the expenditure of the Grant Funds. Grantee shall maintain the Books and

Records in accordance with Generally Accepted Accounting Principles. Grantee shall make available to AHA such Books and Records upon AHA's request.

4.2 If the Grantee has been audited by an independent auditor or has been the subject of a compliance audit/examination by a grantee or regulatory agency during the past three years, audit reports and management letters indicating compliance violations, fraud, illegal acts, material weaknesses in internal control structure or reportable conditions, in connection with such audits shall be delivered to the AHA thirty (30) days prior to the effective date of this agreement. If no audits or events as described above have occurred during this period, the Grantee shall provide AHA a written assertion that no audits or similar examinations have occurred during the three (3) year period and an assertion that the Grantee is not aware of any events or conditions, described above, or other information that might reasonably impact AHA's decision to fund the grant as requested.

4.3 AHA reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Proposal and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by AHA or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

4.4 This right to audit shall extend during the length of this Agreement and for a period of three (3) years or longer, if required by law, following the date of any Grant Funds tendered under this Agreement. Grantee agrees to retain all necessary records/documentation for the entire length of this audit period.

4.5 Grantee shall, upon request by the AHA, furnish the AHA with a Balance Sheet and Income Statement describing the receipt and disbursement activities of Grantee with respect to the Grant Funds. In its sole and absolute discretion, the AHA may also require Grantee to submit: (i) quarterly check registers and descriptions of each disbursement; (ii) budget-to-actual-results; and (iii) a statement of position describing the assets and liabilities associated with the Grant event. All reports, including a post-event evaluation, shall be due to the AHA no later than forty-five (45) days following the conclusion of the event. In the event that an independent audit is conducted, Grantee shall forward a copy of the audited report to the AHA for review, including any Management Letter, Report on Internal Controls, or Reportable Conditions letter generated during the course of the audit.

4.6 Grantee agrees to exercise prudent financial management processes including proper oversight of all assets, budget preparation, and timely reporting including budget-to-actual-comparisons.

4.7 All Approved Uses shall be performed by Grantee or under Grantee's supervision. Grantee represents that it possesses the professional and technical skills required to perform the services required by this Agreement, and that it will perform all services with a standard of care and in a manner commensurate with the community professional standards and with the ordinary

degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances.

5. USE OF GRANT FUNDS

5.1 The Grant Funds shall be used solely by Grantee for the Approved Uses and for no other use. In the event that the Grant Funds are not used for the Approved Uses or are not expended by or before April 19, 2033, or if the Department does not award Grantee matching funds as part of the LHTF Program, Grantee shall notify the AHA in writing, and shall be obligated to return the Grant Funds to AHA within thirty (30) days solely upon written request by the AHA.

6. INDEMNIFICATION

6.1 To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless AHA, its Board of Commissioners, officers, agents, volunteers, and employees (collectively, the “Indemnified Parties”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, “Claims”), which may arise from or in any manner relate (directly or indirectly) to this Agreement (including the negligent and/or willful acts, errors and/or omissions of Grantee, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

6.2 Notwithstanding the foregoing, nothing herein shall be construed to require Grantee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney’s fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Grantee.

7. GRANTEE INDEPENDENCE

7.1 In the performance of this Agreement, the Grantee, and the agents and employees of Grantee, shall act in an independent capacity and are not officers, employees or agents of the AHA. The manner and means of performing the Approved Uses are under the control of Grantee, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Grantee or any of Grantee’s employees or agents, to be the agents or employees of AHA. Grantee shall have the responsibility for and control over the means of performing the Approved Uses, provided that Grantee is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give AHA the right to direct Grantee as to the details of the performance or to exercise a measure of control over Grantee shall mean only that Grantee shall follow the desires of AHA with respect to the results of the Approved Uses.

8. PROHIBITION AGAINST TRANSFERS

8.1 Grantee shall not assign, sublease, hypothecate or transfer this Agreement or any of the services to be performed under this Agreement, directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without written consent of AHA shall be null and void.

9. NOTICES

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

9.2 All notices, demands, requests or approvals from Grantee to AHA shall be addressed to the AHA at:

Attn: Executive Director
Housing Authority of the City of Alameda
701 Atlantic Ave, Alameda, CA 94501

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

Attn: Board Secretary
Alameda Affordable Housing Corporation
701 Atlantic Ave, Alameda, CA 94501

10. TERMINATION

10.1 Termination for Cause. Grantee shall be in default if Grantee fails or refuses to perform any duty required by the Agreement, performs in a manner inconsistent with the terms, conditions and restrictions in this Agreement, or if the Department does not award Grantee matching funds as part of the LHTF Program. In such event, AHA shall give Grantee, thirty (30) days written notice to cure, if the default can be cured and AHA shall be entitled to terminate this Agreement if Grantee has not cured the default within the thirty (30) day cure period. AHA shall be entitled to immediately terminate this Agreement if the default cannot be cured through corrective action. If terminated for cause, Grant Funds shall be returned to the AHA pursuant to Section 5.

10.2 Specific Performance.

10.2.1 Grantee agrees that the AHA has the legal right, and all necessary conditions have been satisfied, to specifically enforce Grantee's obligations pursuant to this Agreement.

10.2.2 AHA agrees that the Grantee has the legal right, and all necessary conditions have been satisfied, to specifically enforce AHA's obligations pursuant to this Agreement,

including, but not limited to, the timely deposit of Grant Funds by the AHA as set forth in Section 1.1.1 above.

10.3 Liquidated Damages. In addition to the remedy of specific performance set forth in Section 10.2 above, for any failure of the AHA to timely deposit Grant Funds as set forth in Section 1.1.1 above, and since the determination of actual damages for any delay in performance of this obligation would be extremely difficult or impractical to determine, the AHA shall be liable for and shall pay to Grantee the sum of Five Hundred Dollars and No Cents (\$500.00) as liquidated damages for each day of delay in the performance of any obligation in Section 1.1.1 above upon written demand by the Grantee.

11. STANDARD PROVISIONS

11.1 Recitals. AHA and Grantee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

11.2 Compliance With all Laws. Grantee shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

11.3 Waiver. A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

11.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

11.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Grant Proposal or any other attachments attached hereto, the terms of this Agreement shall govern.

11.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

11.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Grantee and AHA and approved as to form by the AHA's legal counsel.

11.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

11.9 Controlling Law And Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

11.10 Equal Opportunity Employment. Grantee represents that it is an equal opportunity employer and it shall not discriminate against any contractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age or any other impermissible basis under law.

11.11 Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall be entitled to attorney's fees.

11.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON PAGE 8]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and shall be effective as dated on Page 1 of this Agreement.

APPROVED AS TO FORM:
Special Counsel to the Housing
Authority of the City of Alameda

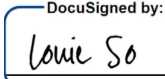
HOUSING AUTHORITY OF THE
CITY OF ALAMEDA
A California public housing authority

By: _____
Adrian R. Guerra
Special Counsel

By: _____
Vanessa Cooper
Executive Director

GRANTEE: ALAMEDA
AFFORDABLE HOUSING
CORPORATION, a nonprofit public
benefit corporation

By: _____
Vanessa Cooper
Secretary

By:  _____
CC6FAB3A8A824DA...
Louie So
Treasurer

[END OF SIGNATURES]