



Housing Authority
of the
City of Alameda

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

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

DATE & TIME **Wednesday, August 16, 2023 - 7:00 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/88946959564?pwd=OVJpYUcya05ROEFTZEI2aENNa24vUT09>

Meeting ID: 889 4695 9564

Passcode: 067149

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. 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 and Regular Board of Commissioners Meetings held July 19, 2023. **Page 5**
- 5.B. Accept the Monthly Overview Report for the Housing Programs Department. **Page 18**
- 5.C. Accept Monthly Development Report on Poppy Place (Webster Street Hotel). **Page 21**
- 5.D. Accept the Monthly Development Report for The Poplar (2615 Eagle Avenue). **Page 23**
- 5.E. Accept the Monthly Development Report for The Estuary I (North Housing PSH I). **Page 25**
- 5.F. Accept the Monthly Development Report for Linnet Corner (North Housing Senior). **Page 29**
- 5.G. Accept the Quarterly Overview Report for Executive Department. **Page 33**
- 5.H. Accept the Quarterly Overview Report For Administrative Services Department. **Page 38**
- 5.I. Accept the Quarterly Overview Report for Housing Development. **Page 46**
- 5.J. Accept the Quarterly Development Report for The Estuary II (North Housing PSH II). **Page 50**
- 5.K. Accept the Quarterly Financial Report through the Month of June 30, 2023. **Page 54**
- 5.L. Accept the Quarterly Investment Report for Period Ending June 30, 2023. **Page 73**
- 5.M. Authorize the Executive Director or Designee to negotiate and sign a contract with Goldfarb & Lipman LLP for general counsel services in an amount not to exceed \$450,000 on an as-needed basis. **Page 84**



- 5.N. Authorize the Executive Director or Designee to negotiate and sign a contract with Aleshire & Wynder, LLP for special counsel services in an amount not to exceed \$150,000 on an as-needed basis. **Page 114**
- 5.O. Authorize the Executive Director or Designee to negotiate and sign a contract with Burke, Williams & Sorensen, LLP for special counsel services in an amount not to exceed \$100,000 on an as-needed basis. **Page 146**
- 5.P. Authorize the Executive Director or Designee to negotiate and sign a contract with Law Offices of Bill Ford for eviction counsel services in an amount not to exceed \$100,000 on an as-needed basis. **Page 178**
6. AGENDA
- 6.A. Adopt the Resolution to Revise the Employer's Contributions for Eligible Employees' Health and Dental/Vision Care, to Provide a Cost of Living Adjustment for All Eligible Regular and Contract Resident Employees, Adopt the Corresponding Pay Schedule and Salary Schedule, and to Adopt the Revised Schedule of Authorized Positions. **Page 207**
- 6.B. Accept the 2022-23 Customer Satisfaction Survey. **Page 215**
- 6.C. Accept the Update and Approve use of CELP Cash Flow and short term AHA funding up to \$1,000,000 to close the Conversion. **Page 249**
- 6.D. Approve a Predevelopment Loan to Island City Development for the Linnet Corner and Estuary I and Authorize the Executive Director or Designee to Negotiate and Execute the Loan Documents. **Page 252**
- 6.E. Elect a Chair and Vice Chair of the Board of Commissioners. **Page 261**
7. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
8. EXECUTIVE DIRECTOR'S COMMUNICATIONS
9. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
10. 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.





**DRAFT MINUTES
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
JULY 19, 2023**

PLEDGE OF ALLEGIANCE

1. ROLL CALL

Called to order at 6:02 p.m.

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

Absent: Commissioner Husby, and Commissioner Sidelnikov

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 five Commissioners were present in the noticed meeting room, located within the City of Alameda, and no Commissioners were attending remotely.



3. COMMISSIONER RECUSALS

None.

4. Public Comment (Non-Agenda)

None.

5. Closed Session - Adjournment to Closed Session to Consider:

Chair Grob adjourned to Closed Session at 6:05 p.m. to consider item 5.A.

5.A. Conference with Legal Counsel-Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: One potential case

6. Adjournment of Closed Session

Chair Grob adjourned the Closed Session at 6:14 p.m.

7. RECONVENE REGULAR MEETING

Chair Grob reconvened the Regular Meeting at 6:14 p.m.

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

Chair Grob announced that during Closed Session the Board discussed item 5.A.

9. Public Comment (Non-Agenda)

None.

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. Ratify and Approve All Items from the November 17, 2021 Meeting.

*10.B. Ratify and Approve All Items from the December 15, 2021 Meeting.



- *10.C. Ratify and Approve All Items from the January 12, 2022 Meeting.
- *10.D. Ratify and Approve All Items from the January 19, 2022 Meeting.
- *10.E. Ratify and Approve All Items from the February 16, 2022 Meeting.
- *10.F. Ratify and Approve All Items from the March 16, 2022 Meeting.
- *10.G. Ratify and Approve All Items from the March 30, 2022 Meeting.
- *10.H. Ratify and Approve All Items from the April 27, 2022 Meeting.
- *10.I. Ratify and Approve All Items from the May 18, 2022 Meeting.
- *10.J. Ratify and Approve All Items from the June 15, 2022 Meeting.

Items accepted or adopted are indicated by an asterisk.

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

Yes	5	Chair Grob, Vice-Chair Tamaoki, Commissioner Hadid, Commissioner Joseph-Brown and Commissioner Kaufman
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Absent	2	Commissioner Husby and Commissioner Sidelnikov
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11. AGENDA

N/A

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

None.

13. ADJOURNMENT

Chair Grob adjourned the meeting at 6:15 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, Chair
Board of Commissioners





**DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
WEDNESDAY, JULY 19, 2023**

PLEDGE OF ALLEGIANCE

1. ROLL CALL

Chair Grob called the meeting to order at 6:30 p.m.

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

Absent: Commissioner Husby and Commissioner Sidelnikov

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.

While five Commissioners were present, per AB2449 Compliance, Chair Grob confirmed that four Commissioners were present in the noticed meeting room, located within the City of Alameda, and no Commissioners were attending remotely.

3. COMMISSIONER RECUSALS



None.

4. Public Comment (Non-Agenda)

None.

5. Closed Session - 6:30 p.m. - Adjournment to Closed Session to Consider:

Chair Grob adjourned to Closed Session at 6:33 p.m. to consider items 5.A and 5.B.

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, Sylvia Martinez, Director of Housing Development, and Bridget Galka, Project Manager

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

6. Adjournment of Closed Session

Chair Grob adjourned the Closed Session at 7:06 p.m.

7. RECONVENE REGULAR MEETING

Chair Grob reconvened the Regular Meeting at 7:06 p.m.

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

Chair Grob announced that during Closed Session the Board received report.

9. Public Comment (Non-Agenda)



None.

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 June 21, 2023.
- *10.B. Accept the Monthly Overview Report for the Housing Programs Department.
- *10.C. Accept the Monthly Overview Report for Property Operations.
- *10.D. Accept the Monthly Development Report for Rosefield Village.
- *10.E. Accept the LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through the Month of December 2022.
- *10.F. Accept the AHA/ AAHC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of December 2022.
- *10.G. Approve revised IT Policy.
- *10.H. Approve the Execution of the Stability Voucher Memorandum of Understanding (MOU).
- *10.I. Accept Project Update, Approve, and Authorize the Executive Director or her designee to Execute a Contract Not to Exceed \$4,660,000 with J.H. Fitzmaurice Inc. for North Housing Soil Stabilization Work.
- 10.J. Approve transfers of Veteran Affairs Supportive Housing (VASH) vouchers from the Housing Authority of Alameda County (HACA) and the Oakland Housing Authority (OHA) to the Housing Authority of the City of Alameda (AHA).
- *10.K. Accept Update on Poppy Place and Authorize the Executive Director to Negotiate and Execute the Second Amendment to the Purchase and Sale Agreement at 1628 Webster.

Items accepted or adopted are indicated by an asterisk.

Chair Grob announced that item 10.J would be held and discussed as a separate item before agenda item 11.A.

In response to the Board, Greg Kats, Director of Administrative Services stated that he would report back to the Board regarding the "...total delinquency (unpaid rent) for the portfolio of current tenants...", and the vacancy percentage at the Parrott Village and Parrott Gardens properties.

In response to Chair Tamaoki, Sylvia Martinez, Director of Housing Development stated that the Administrative and Marketing expenses noted in the report for item 10.E are allocated for non-LIHTC properties only. Tonya Schuler-Cummins, Director of Data and Policy stated that the expenses for temporary employees are included in the Administrative and Marketing



expenses. Ms. Schuler-Cummins also stated that the Emergency Housing Voucher (EHV) program has a sunset date of September 30, 2023. So, effective September 30, 2023, the Housing Authority of the City of Alameda (AHA) will no longer be allowed to allow new participants to join this program. However, the funding and assistance for the fifty-one families currently leased under the EHV program is prefunded through the first ten years and after the first ten years HUD will allow AHA to continue assistance to these families if funding is available.

Vice-Chair Tamaoki moved to accept Consent Calendar items 10.A through 10.I and item 10.K, and Commissioner Joseph-Brown seconded. The motion passed unanimously.

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| Yes | 5 | Chair Grob, Vice-Chair Tamaoki, Commissioner Hadid, Commissioner Joseph-Brown and Commissioner Kaufman |
| Absent | 2 | Commissioner Husby and Commissioner Sidelnikov |

11. AGENDA

- 10.J Approve transfers of Veteran Affairs Supportive Housing (VASH) vouchers from the Housing Authority of Alameda County (HACA) and the Oakland Housing Authority (OHA) to the Housing Authority of the City of Alameda (AHA).

Ms. Schuler-Cummins stated that on an annual basis, and with a letter of support from AHA’s partnering Veteran Affairs Medical Center (VA), AHA is allowed to apply for additional Veterans Affairs Support Housing (VASH) program Vouchers. AHA was unable to apply for additional VASH Vouchers last year because the application period fell during a period of change in the AHA’s partnering VA. When applying for the vouchers this year, AHA’s partnering VA refused to provide a letter for additional VASH vouchers to AHA due to the large number of unused VASH vouchers from all five housing authorities in Alameda County. Considering AHA’s success with the VASH program, having all vouchers in its jurisdiction either in the process of being, and/or are, leased, the VA is in support of AHA receiving additional VASH vouchers through reallocations from other housing authorities, which is allowed through PIH Notice 2022-25. With the VA’s support, AHA has reached out to the Housing Authority of the County of Alameda (HACA) and the Oakland Housing Authority (OHA). Both HACA and OHA have expressed to the VA their willingness to request a reallocation of vouchers to the AHA. Both agencies will have to obtain approval from their individual boards, separately, for a resolution to allow the transfer. HACA will present to their Board during the week of July 24, 2023. For this request to be granted by HUD, AHA must present the letter of support by the VA, Resolutions from HACA and OHA, and a Resolution from the AHA Board of Commissioners accepting the vouchers from each of the respective agencies.



Vice-Chair Tamaoki moved to approve transfers of Veteran Affairs Supportive Housing (VASH) vouchers from the Housing Authority of Alameda County (HACA) and the Oakland Housing Authority (OHA) to the Housing Authority of the City of Alameda (AHA), and Commissioner Joseph-Brown seconded. A roll call vote was taken, and the motion passed unanimously.

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

Absent 2 Commissioner Husby and Commissioner Sidelnikov

- 11.A. Accept a presentation and report from the HR Department on staffing, and approve a revised Schedule of Authorized Positions effective immediately and a revised Pay Schedule effective July 30, 2023.

Janet Basta, Director of Human Resources and Operations and Alicia Southern, Director of Human Resources and Operations provided a presentation that summarized the AHA HR Data for years 2021 – 2022 and the overall status of HR and the Agency.

In response to the Board, Ms. Basta and Ms. Southern stated that limited remote work is allowed for specific positions. Through consolidation of the information gathered during exit interviews, AHA has found that there are a wide variety of reasons for staff resigning, including better opportunities, management positions, changing their field of employment, commute times, etc. Jhaila Brown, Legal Counsel, confirmed that as defined in the HUD rule and addressed in the “Nepotism” section of the Conflict-of-Interest Code, relatives of current AHA employees are not allowed to work for AHA.

Ms. Basta stated that in consideration of the research that reflects that 79% of public agencies cannot currently find enough qualified candidates to fill positions, and that since 2021, there has been a 45% increase in public sector job openings and a 56% decrease in applicants per job, the AHA approach towards pay aims to attract and retain staff by offering competitive pay and benefits. Therefore, AHA considers it prudent to review compensation levels at least every four years; dependent on market conditions and data. However, market conditions and competition for skilled workers has been such during the past several years that more frequent reviews, every three years, have been completed. As performing more frequent compensation studies has revealed that AHA is competitive in salaries, but sometimes behind in benefits, at the exempt level, it is anticipated that compensation studies will be completed every three years, at a minimum, over the next 5-10 years.



When presenting compensation studies, AHA has historically recommended utilizing a 50th percentile level of comparison, which the Board has approved. Although staff has considered increasing from the 50th percentile to the 60th percentile, currently it is recommended to continue at the 50th percentile level of comparison. Rather than re-setting the generally adopted percentile to a higher level across the board, management recommends:

1. Providing the option for more frequent (i.e., every two years rather than every three years) compensation studies if needed.
2. Providing flexibility to utilize different percentiles to address (i.e., 60th percentile) inherent difference in total compensation offerings. Any proposals that reflect this approach will be brought to the Board for approval.

AHA Management does not propose being the highest paying employer. While this may seem appealing initially and may result in more recruitments, the downside to this approach is that candidates may apply primarily due to salary, and not due to mission/interest in the work; may be more inclined to accept positions that may not work for them over time, due to outside factors such as long commutes; and may be more likely to leave should another higher paying position become available.

Annually, staff propose a Cost-of-Living Adjustment (COLA), and approved COLAs are incorporated into the Pay and Salary Schedules. COLAs are very important and impact every position. Typically, COLAs are budgeted for considering trends in the Bay Area CPI during the prior year, with a projected COLA being budgeted for in May/June at the time of budget approval, and staff subsequently recommending a final COLA amount in August, based on the June CPI report. Apart from 2022, since 2015, the Board has approved COLAs at or above the Bay Area CPI. Considering this, staff proposes that COLAs are budgeted at 3.0% – 4.0% each year but recommend based on the actual CPI for the June-June period in the preceding year, not to exceed a maximum of 4% or the June-June CPI, whichever is less. Management would not present options at the Board meeting in this case. Rather, a COLA at the level of the CPI would be presented up to the budgeted amount for the fiscal year. For example, if this approach is adopted by the Board, while a 4% COLA was budgeted for this year, the June-June CPI came in at 2.9%. Therefore, this year, staff would propose a 2.9% COLA. In response to Chair Grob, Ms. Basta stated that as it is difficult to predict the CPI, setting the COLA at 3%-4% could result in some overpayment in the years where the CPI is lower.

Following further discussion, surrounding compensation studies, COLAs, and possible “retention interviews,” Chair Grob moved to accept a presentation and report from the HR Department on staffing, and approve a revised Schedule of Authorized Positions effective immediately and a revised Pay Schedule effective July 30, 2023, and Commissioner Kaufman seconded. A roll call vote was taken, and the motion passed unanimously.



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

Absent 2 Commissioner Husby and Commissioner Sidelnikov

11.B. Approve Resolution to Execute an Agreement with the State of California Employment Development Department.

Radha Mehta, Management Analyst, stated that HUD requires public agencies to contract a 3rd party for the purpose of verifying applicants' and tenants' eligibility for continued entitlement to housing assistance. Historically, AHA has contracted with the State of California Employment Development Department (EDD) to provide these services. As the current agreement with EDD expires on June 30, 2023, EDD has offered a new three-year agreement to continue the same level of service. While the contract amount is under the \$250k threshold, staff are presenting this item for Board approval as required by the State.

Commissioner Hadid moved to approve the resolution to execute an agreement with the State of California Employment Development Department, and Commissioner Joseph-Brown seconded. A roll call vote was taken, and the motion passed unanimously.

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

Absent 2 Commissioner Husby and Commissioner Sidelnikov

11.C. Establish a Nominating Ad Hoc Committee for the Appointment of the Chair and Vice Chair of the Board of Commissioners for the Period of July 1, 2023 - June 30, 2024.

Chair Grob stated that an Ad Hoc Committee is to be formed to discuss and recommend appointment of the Board Chair and Vice-Chair for the period of July 1, 2023 - June 30, 2024.

In response to Chair Grob's request for volunteers, Commissioner Joseph-Brown, Commissioner Kaufman, and Chair Grob volunteered to serve on the Ad-Hoc Committee. Chair Grob stated that the Ad-Hoc Committee will meet and discuss the respective appointments in the coming weeks.

11.D. Update on North Housing Master Plan Internal Loan and Adopt Resolution for



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

Ms. Martinez provided a presentation that included an update to the presentation provided at the June 2023 Board of Commissioners meeting surrounding funding for North Housing master plan. This presentation highlighted the internal loan timing and sources, and the steps included in the respective Resolution.

In response to the Board, Ms. Martinez stated that while it is typical for developments to pay back their initial costs as projects move forward, it is possible to hold out the pro rata share to allow for more flexibility. Regarding possible MTW fund use, Ms. Martinez stated that staff is currently analyzing what the MTW streamlining efforts will yield in additional funds to AHA. Regarding the use of surplus funds, Ms. Schuler-Cummins stated that while there is an estimated \$2M - \$3M of surplus funds being held by HUD, the landlord incentives program will increase costs. Therefore, AHA would like to first ensure that funding is available to cover the increased costs, before oversubscribing funds to this loan.

Commissioner Hadid moved to accept the update on North Housing Master Plan Internal Loan and adopt the resolution for an internal MTW loan for \$1.2 million for the North Housing Master Plan, and Commissioner Joseph-Brown seconded. A roll call vote was taken, and the motion passed unanimously.

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| Yes | 5 | Chair Grob, Vice-Chair Tamaoki,
Commissioner Hadid, Commissioner Joseph-Brown
and Commissioner Kaufman |
| Absent | 2 | Commissioner Husby and Commissioner Sidelnikov |

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

None.

13. EXECUTIVE DIRECTOR'S COMMUNICATIONS

In Vanessa Cooper's, Executive Director, absence, Ms. Martinez recognized Ms. Basta for her eight years of service with AHA and for her careful guidance through the expansion of the agency and the COVID era and wished her well in her retirement. The Board also recognized and expressed gratitude for Ms. Basta's outstanding work with the agency and congratulated her on her retirement.

Ms. Martinez announced the promotions of Ms. Schuler-Cummins, as Director of Data and Policy and Ms. Southern, as Director of HR, and introduced new staff



members Jenny Wong, Senior Project Manager, and Paris Howze, Project Manager, noting that with their coming on board, the Housing Development unit is now fully staffed. Ms. Wong and Ms. Howze gave a brief overview of their professional backgrounds. The Board congratulated Ms. Schuler-Cummins and Ms. Southern on their promotions and welcomed Ms. Wong and Ms. Howze.

Ms. Martinez also announced that the North Housing (Estuary I) project has been published on the August 23, 2023, TCAC agenda for recommendation for funding. The Estuary II and Linnet Corner projects were also awarded over \$2 billion in Federal Home Loan Bank Affordable Housing Funds which, considering the competitiveness of the grants, are very prestigious awards.

Ms. Martinez went on to state that the first MTW review, which took place during HUD’s visit to the AHA office, went very well. Ms. Martinez recognized Ms. Schuler-Cummins, Sepideh Kiumarsi, Management Analyst, and Lynette Jordan, Director of Housing Programs, for their presentation to HUD. She also stated that the summer property tours and AHA brown bags have been very successful.

At the request of Ms. Martinez, Joshua Altieri, Community Relations Manager, announced that Cindy Houts, Executive Director of the Alameda Foodbank will be retiring in early August. Mr. Altieri recognized Ms. Houts for her outstanding work and partnership with AHA and stated that Teal Harden would be her successor.

14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Commissioner Hadid expressed gratitude for the property tours and the outstanding work performed by Mr. Altieri. Commissioner Hadid recognized the AHA properties as progressive and inclusive and expressed gratitude for all AHA staff.

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

N/A

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

N/A

17. ADJOURNMENT

Chair Grob adjourned the meeting at 8:32 p.m.



Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, Chair
Board of Commissioners





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: Lynette Jordan, Director of Housing Programs

Date: August 16, 2023

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

BACKGROUND

This memo is a high-level overview of Housing Programs Department (HPD) activities for the month of July 2023.

DISCUSSION

Office Hours Update

Effective July 10, 2023, our public office hours have changed to 8:30 a.m. - 3:00 p.m. As the Housing Authority of the City of Alameda (AHA) transitions to the MTW model and Housing Choice Voucher (HCV) leasing efforts increase, we felt it would be important for staff to be available to the public to service their ongoing needs. Since moving many of our processes online and our continued efforts to develop more efficiencies to assist participants online and virtually, staff have tracked the visitors in the lobby to determine if there is a significant increase in visitors to the office. To date there has not been any indication of a significant increase in visitors to our lobby. Staff will continue to monitor visitors daily.

In-Person Online Recertification Process

Effective July 2023, staff began a new MTW activity of triennial recertifications. Staff are now completing the recertification process in person. The first interviews were held at our office which requires all adult household members to come into the office to come into the office to meet in person to complete the final process of the online recertification. The staff feel it will be important to meet with the families in person, as we begin the triennial recertification process, as we will not meet with these families again for three years. The in-person recertification process will also be an opportunity for staff to assist families with the online recertification/ interim portal.

AHA participants needing assistance or training on how to complete an annual or interim certification, through the online portal, can receive that training at the time of the



in-person interview, or by attending the regular bi-weekly workshops, which are still available every other Wednesday, from 10 a.m. -11 a.m., at 701 Atlantic Avenue, Alameda, CA 94501.

Yardi Voucher Issuance Update

AHA staff continue to use the new applicant portal to process the remaining 40 applicants selected from the HCV waitlist. Utilizing the portal, staff were able to make the leasing efforts easily accessible for applicants on the HCV waitlist and ensured all applicants were contacted by email address or mail. Of the 200 applicants outreached to, 160 applicants responded, and 140 submitted the needed documents to be processed for a voucher. Staff have recommended to the Executive Director that AHA continue leasing efforts by selecting a limited number of applicants from the HCV waitlist monthly.

FISCAL IMPACT

For report only, no fiscal impact.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview of the Housing Programs Department.

ATTACHMENTS

- 1. 10-C Attachement 1- HPD Dashboard

Respectfully submitted,



Lynette Jordan, Director of Housing Programs

Current Quarter

Total NON-ACC Vouchers Leased By Type			
Program	Vouchers Leased	Amount Awarded/Funded	Vouchers Funded But Not Leased
Shelter Plus Care (1150)	16	14	-2
SRO (5100)	23	30	7
EHV (7760)	39	57	18

Total ACC Vouchers Leased By Type	
HCV (7100)	936
PBV (7300)	319
AHA-owned HCV (7400)	226
Port Outs (7500)	0
FUP (7700)	29
VASH (7750)	37
Total Vouchers Leased	1547
Units on ACC	1893
ACC Vouchers Funded But Not Leased	346

Budget Authority
\$ 9,315,150.00
Units on ACC
1893

Total HAP expended
\$ 8,836,682.00

HAP/Budget Authority
95%

Average HH income
\$ 24,630.94

Average Duration from voucher issuance to lease up (days)
39.5

Average Tenant Rent to Owner
\$ 582.81

Inspections Completed
1050

Average TTP
\$ 597.55

Percentage of Inspections Passed First-Time
55%

Average of HAP per Bedroom size		
Bedroom Size	Average HAP	Count of Households
0	\$ 1,132.39	389
1	\$ 1,608.55	414
2	\$ 1,909.33	379
3	\$ 2,573.35	119
4	\$ 2,560.92	13



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: August 16, 2023

Re: Accept Monthly Development Report on Poppy Place (Webster Street Hotel).

BACKGROUND

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

DISCUSSION

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

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



The State of California Standard Agreement has been drafted and is circulating for signature. Requests for proposals have been issued for the tenant improvements, roof and solar. Property management and services are engaged, and AHA staff are leading the marketing plan for lease up. AHA staff have also been leading the discussions with the County of Alameda, which will refer formerly homeless tenants from the Coordinated Entry System, provide funding for services, and host the pre-application process on the Alameda County Housing Portal.

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

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

FISCAL IMPACT

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

CEQA

Not applicable

RECOMMENDATION

Accept Monthly Development Report on Poppy Place (Webster Street Hotel).

ATTACHMENTS

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



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: Jenny Wong, Senior Project Manager

Date: August 16, 2023

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

BACKGROUND

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

DISCUSSION

Funding

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

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

Design and Permit

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



offsite public works approvals.

Procurement

Staff has begun procurement for the architect and design team.

Community Outreach

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

Environmental Mitigation

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

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

FISCAL IMPACT

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

CEQA

Not applicable.

RECOMMENDATION

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

ATTACHMENTS

None

Respectfully submitted,



Jenny Wong, Senior Project Manager



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: Jenny Wong, Senior Project Manager

Date: August 16, 2023

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

BACKGROUND

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

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

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

DISCUSSION

Funding

The Housing Authority has made two funding commitments through its Reserve Policy, one for \$3,750,000 which is flowing through the Alameda Affordable Housing Trust Fund (AAHTF), and one for \$3,000,000 in a direct AHA loan. The AAHTF commitment has been awarded matching funds of \$1,250,000 from the State Local Housing Trust



Fund program. Together, the AHHTF commitment is \$5,000,000. AHA has also approved an option to ground lease the property, at a subsidized rate in 2021.

On February 9, 2023, staff submitted a CDBG and HOME funding application for FY 2023-2024 CDBG and HOME program funds. The project received a funding commitment from the City of Alameda dated July 31, 2023, for approximately \$597,000. Together with previous years' applications, the combined City of Alameda funding commitment is approximately \$1,858,000.

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

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

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

Permit

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

Procurement

Staff is working on three active procurements: a construction management consultant, a Prevailing Wage Consultant, and a Debt and Equity Investor for the project. Staff

released the RFQ for debt and equity investor in February and are reviewing the responses received. Staff will come back to the Board of Commissioners with a recommendation of the highest-ranked lender and investor for the Estuary I project in September.

FISCAL IMPACT

The Board previously authorized a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 155 units of permanent supportive and senior housing, including Estuary I. Funds are disbursed to ICD on an as-needed basis. The current total available predevelopment loan balance is \$611,502. Please refer to the attached chart summarizing expenses through July 31, 2023 (Attachment 1). In a related memo on this agenda, staff is requesting an increase to this predevelopment loan.

CEQA

Not Applicable.

RECOMMENDATION

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

ATTACHMENTS

1. North Housing Expenses Chart Through July 31, 2023

Respectfully submitted,



Jenny Wong, Senior Project Manager

North Housing Predevelopment Expenses Chart Through July 31, 2023.

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

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



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

To: Honorable Chair and Members of the Board of Commissioners

From: Paris Howze, Project Manager

Date: August 16, 2023

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

BACKGROUND

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

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

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

DISCUSSION

Funding

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



finalizing the project report and the standard agreement.

On May 23, 2023, staff submitted a second competitive joint tax-exempt bond and 4 percent tax credit funding application to the California Debt Limit Allocation Committee (CDLAC) and the California Tax Credit Allocation Committee (CTCAC) for this project. On July 28, 2023, CDLAC published on its website the preliminary list of projects staff is recommending for an award, which includes the Linnet Corner project (listed as North Housing Senior Apartments).

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

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

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

Permits

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

Procurement

Staff is working on three active procurements: a construction management consultant, a

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

FISCAL IMPACT

The Board previously authorized a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 155 total units, including Linnet Corner. Funds are disbursed to ICD on an as-needed basis. The current total available predevelopment loan balance is \$611,502. Please refer to the attached chart summarizing expenses through July 31, 2023 (Attachment 1). In a related memo on this agenda, staff is requesting an increase to this predevelopment loan.

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

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

CEQA

Not applicable.

RECOMMENDATION

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

ATTACHMENTS

1. North Housing Expenses Chart Through July 31, 2023

Respectfully submitted,



Paris Howze, Project Manager

North Housing Predevelopment Expenses Chart Through July 31, 2023.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes master planning and demolition)	\$4,158,948
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Furniture and Equipment - Fencing	\$65,043
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Legal Expense	\$23,679
Permit & Fees	\$722
Prepaid - Other	\$30,267
Professional Services (Other)	\$34,624
Survey	\$29,785
Grand Total	\$557,057

To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources and Operations

Date: August 16, 2023

Re: Accept the Quarterly Overview Report for Executive Department.

BACKGROUND

This memo provides a high-level overview of agency activities in the prior three month period for the Executive Department, including Human Resources, housing policy, and MTW.

DISCUSSION

Human Resources and Operations

A summary of unfilled positions that are on the Schedule of Authorized positions is presented below. Positions are listed by department, and information about current and recent recruitment is included. Information is current through the end of July 2023.

Department	Position	Number of Vacant Positions	Recruitment Status	Other Updates
Executive	Deputy Executive Director	1 FTE	Position temporarily on hold	
Administration	Risk Manager	0 FTE	Candidate selected and started in March; retitled Risk Control Manager	
	Management Analyst/Senior	0 FTE	Candidate selected and	



	Management Analyst		started in April	
	Assist. Director of Administration	1 FTE	Interviewing candidates	Newly created position for FY24
Finance	Development Accounting Officer	0 FTE	Candidate selected and started in July.	Not included in FY 2023 FTE count - approved in March 2023
Housing Programs	Management Analyst	0 FTE	Candidate selected and started in June	
	Housing Programs Supervisor	0 FTE	Candidate selected and started in April	
	Housing Specialist II	1 FTE	Posted position for HS II with leasing experience; interviews in process	
Property Operations	Director of Property Operations	1 FTE	Posted with salary approved in July; re-titled	Open due to turnover
Housing Development	Project Manager	0 FTE	Candidate selected and started in July	
	Senior Project Manager	0 FTE	Candidate selected and started in July	
	Housing Development Specialist	0 FTE	Candidate selected and started in June	

Asset Management	Director of Asset Management	1 FTE	Re-posted with salary approved in July	Newly created position for FY23
	Asset Manager	1 FTE	Re-posted due to low response	Open due to turnover
Data and Policy	Management Analyst	1 FTE	Interviewing candidates	Newly created position for FY24
Human Resources	Management Analyst	1 FTE	Interviewing candidates	Open due to turnover

Summary:

Total FTE's approved for FY 2023: 52

Number of vacancies: 8

Number of active recruitments: 7

The Housing Authority of the City of Alameda (AHA) has welcomed several new staff members since the last quarterly report, including a Risk Control Manager, Housing Programs Supervisor, and Management Analyst (Admin/IT), Housing Development Specialist, Project Manager, Senior Project Manager, Management Analyst (HPD), and a Development Accounting Officer. The following positions were filled by promotions: Director of Data and Policy and Director of Human Resources. Interviews are in process for several other positions, and while the candidate pool for most positions is smaller than in the past, Management anticipates filling additional positions in the upcoming months. Recruiters are being used for positions with limited candidate pools, such as property operations and asset management positions, to assist with outreach to passive candidates who might not otherwise respond to traditional job postings. Recruiting expenditures are higher as a result, but are covered by savings from vacant positions, and the investment can pay off in securing candidates sooner and provide outside support to internal HR staff involved in multiple recruitments.

All supervisors attended a one-day training on performance management and performance evaluations in early May, and a one-day training in June on employee management and leave administration which was conducted by an attorney from LCW, AHA's HR legal counsel.

An agency luncheon was held on July 26, 2023 for staff celebrating employee service to the AHA and National Interns Day. The July All-Staff Meeting included a training on

Slips, Trips, and Falls that was provided by the AHA's risk insurance company. Monthly all staff meetings have been moved to in-person as well and many smaller meetings are being conducted in-person to help to facilitate communication, teamwork, and a sense of belonging. Video format is continuing to be used for many other meetings, including those with outside partners and for first interviews with job candidates. The ability to tailor formats as needed is advantageous and provides flexibility that AHA did not have access to prior to the pandemic. Monthly events are continuing to be planned by the Events and Celebrations Committee, and in May the committee hosted a beach clean-up scavenger hunt day and in June AHA staff wrote cards to refugees in honor of World Refugee Day.

Moving to Work (MTW) Designation

On June 15, 2023, the AHA received partial approval of its Fiscal Year 2023-2024 MTW Supplement. The activities selected from the MTW Operations Notice were approved for implementation. The Agency-Specific Activities from both the FY2022-2023 and FY2023-2024 have a longer committee review process and are still not approved. The AHA is promptly responding to each request for additional information from HUD. The last request was just the AHA acknowledging information.

Abt, the research team for HUD's Landlord Incentive Cohort, conducted an onsite visit during the period of July 17, 2023 through July 18, 2023. The visit was comprised of a series of in-person interviews with staff and LifeSTEPS. The researcher also shadowed the AHA's inspector and attended an FSS meeting. No feedback was provided at this time on the researcher's findings. The next phase is the AHA providing quantitative data when requested.

MTW activities were launched in July 2023. Yardi is updated to track the landlord incentives and vacancy loss payments for the researchers. It will also now allow triennials for MTW properties in both regular reexaminations and HQS inspections.

Veteran Affairs Supportive Housing (VASH) Vouchers

On August 2, 2023, the Housing Authority of the County of Alameda (HACA) and AHA submitted to HUD a request to reallocate 20 VASH vouchers from HACA to AHA as approved by both boards in July 2023. The VA provided a letter in support of this reallocation.

FISCAL IMPACT

Report only, no financial impact.

CEQA

Not applicable to this item.

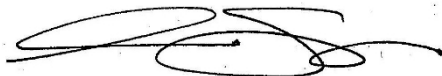
RECOMMENDATION

Accept the Monthly Overview Report for the Executive Department.

ATTACHMENTS

None

Respectfully submitted,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Alicia Southern, Director of Human Resources and Operations



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: Gregory Kats, Director of Administrative Services
Date: August 16, 2023
Re: Accept the Quarterly Overview Report For Administrative Services Department.

BACKGROUND

The Administrative Services Department manages a number of areas within the Housing Authority of the City of Alameda (AHA); including procurement, information technology, reasonable accommodations, community relations and risk management. This report serves to provide the Board with a quarterly overview of notable developments within these areas of the agency.

DISCUSSION

Procurement

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

Internal Training: During an All-Staff meeting in June 2023, staff reviewed a procurement process checklist outlining the various steps in the process, starting with vendor selection through purchase order initiation. Staff also discussed the documents which need to be collected from vendors during the procurement process. AHA Procurement Days will continue to be offered on a bi-annual basis to provide updates on best practices for current staff. AHA will also provide optional training on procurement in August, during the monthly AHA Brown Bag training. Additional procurement training will be provided for new staff members on an as-needed basis.

AHA solicitations can be found here: <https://www.alamedahsg.org/contracting-with-aha>

A summary of notable past, present, and upcoming RFPs and ITBs for 2023 is provided below:

RFP/ITB DESCRIPTION	ORG	STATUS	ISSUE DATE
Temporary Agency Support	AHA	RFP open; pending	July 18,



Services		proposals	2023
Strategic Planning Consultant	AHA	RFP open; pending proposals	July 14, 2023
HR Legal Services	AHA	RFP open; proposals under review	June 21, 2023
Towing Services	AHA	ITB closed; contract awarded	June 5, 2023
Prevailing Wage Labor Compliance Monitoring Services	AHA/AAHC/ICD	ITB closed; under review	May 11, 2023
Legal Services	AHA	RFP closed; under review	March 31, 2023
Technology Consultant Services	AHA	RFP closed; contract awarded	March 31, 2023
Affordable Housing Consultants	AHA/AAHC/ICD	ITB closed; contract awarded	February 22, 2023

The number of agreements and amendments executed from April 1, 2023 - June 30, 2023 is provided below:

Agreements Executed	Amendments Executed
3	11

Reasonable Accommodations

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodation (RA) processing as of July 13, 2023.

Month	New submissions by month	Requests still in process	Closed RAs (letter sent)	Submissions YTD	Closed RAs YTD
January	14	0	14	14	14
February	18	0	18	32	32
March	25	0	25	57	57
April	17	0	17	74	74
May	26	0	26	100	100
June	33	0	33	133	133

The subsequent table displays the percentage of approved, denied, and closed RA

requests that have been finalized by month. For example, during June 2023, there were thirty-three RAs that had been finalized. Of those thirty-three, eleven requests were approved, resulting in a 33% approval rate.

Month	Approved	Denied	Closed
January	57%	36%	7%
February	44%	56%	0%
March	28%	72%	0%
April	41%	59%	0%
May	23%	73%	4%
June	33%	52%	15%

The following table provides a year-to-date total of the type of accommodation requests received. The "other" category includes requests such as extensions of time for completing a recertification, reinstating a voucher, and/or providing approval for an assistance animal.

Categories	YTD
Extra Bedroom	32
Live-In Aides	30
Parking	6
Unit Modifications/requests	9
Voucher extension	17
Other - Misc.	39

Staff continue to accept RA requests via e-mail, fax, in person, by phone, and through the electronic form available on the AHA website; and to complete quality control reviews on reasonable accommodation processes and outcomes.

Community Relations

During the second quarter of 2023, the weekly activities (held at Esperanza Apartments) for youth living at all AHA properties continue to be provided by AHA’s nonprofit arts partner (Drawbridge) and the City of Alameda Recreation and Parks Department (ARPD). In response to the increased attendance for ARPD events, ARPD has now added a second location (Parrot Gardens/Village) and the first session was held June 20, 2023 with 10 resident youths attending. Moving forward, on the first and third Tuesday of each month, ARPD staff will be hosting after-school recreation sessions at Parrot Gardens/Village. On the second and fourth Wednesdays, ARPD staff will host afterschool recreation sessions at Esperanza Apartments. The Alameda Food Bank continues to provide free water, fruit, and snacks for the ARPD events held at the

Esperanza and Parrot.

Staff hosted two of its first three property tours for AHA staff and commissioners. This first tour, held on June 14, 2023, was a walking tour of AHA's properties with 14 attendees and the second tour (on June 28, 2023) had 12 attendees. The tours afforded attendees an opportunity to view the properties and meet/connect with other AHA staff.

LifeSteps continues to manage the entire food distribution process for AHA properties, which is held on alternating Tuesdays at Anne B. Diamant and Independence Plaza. The food is sourced from the Alameda Food Bank and serves AHA households that are not capable of picking up food directly from the Alameda Food Bank food distribution site, located at 650 West Ranger Avenue.

In April, a customer survey was mailed to our stakeholders (i.e. landlords, tenants, and program participants). The survey participants were mailed a printed version of the survey with instructions on how to submit one single survey via fax, email, mail, in-person, or an online form. Additionally, an email was sent to every surveyed tenant, landlord, or program participant that had an email address on file with AHA. A total of 1,088 surveys were mailed out and 158 completed surveys were received by AHA, resulting in a 14.5% response rate. For further info, please refer to the separate August Board Memo which covers the 2022-23 customer survey in more detail.

Communications Summary

To increase community awareness of AHA business activities, AHA utilizes multiple communication channels, including:

- 1) **Press Releases:** During Q2, no press releases were distributed but staff is finalizing an Op-Ed advertorial placement to run during Q3.
- 2) **AHA newsletters:** During Q2, Housing Choice Voucher program participants and AHA tenants were mailed (and emailed) the quarterly tenant newsletter.
- 3) **Public Outreach:** During Q2, AHA staff continued to expand awareness of AHA's program offerings and activities by conducting public presentations for the Alameda City Council, the Board of the Alameda Unified School District, the Rotary Club. Staff also held monthly landlord portal meetings for AHA landlords, quarterly meetings for legal advocates, and quarterly meetings with the Mayor to provide AHA updates.

Website Update

During Q2, both websites (www.alamedahsg.org and www.islandcitydevelopment.org) continued to undergo content updates to reflect accurate and timely information, including an update of property management contact information (for FPI management) for select AHA properties. New staff (that are authorized to perform website editing) underwent internal training on the WordPress (back-end) platform to learn how to update the system. Both websites continue to feature intuitive navigation and are optimized for mobile devices.

Online Data Metrics

The information below tracks AHA's growing digital presence by capturing website analytics, social media metrics, and email activity:

Website Data (for www.alamedahsg.org during Q2)

Total unique visitors: 20,621

Total page views by unique visitors: 72,366

Average engagement per active unique visitor: 1 minute 19 seconds

Languages preferred by unique visitors: 20,191 English, 218 Chinese, 212 Spanish

Facebook Data

Total Followers: 776

Post Reach (Number of people that saw any content on AHA Facebook page): 2,270

LinkedIn Data

Total Followers: 625

Unique Visitors: 363

Impressions Delivered (Total page views by unique visitors in Q2): 4,627

Outreach Email Data

Agency Emails Sent out by AHA in Q2: 3,269

Email List Contact Growth (from previous quarter): 755

Total Contacts: 15,010

Email Open Rate: 44%

Click Rate: 4%

Ombudsperson Data

The AHA Ombudsperson is a solution-oriented community resource available to all AHA tenants, AHA program participants, AHA landlords, and other community organizations that represent AHA tenants or clients.

The Ombudsperson is a community liaison and provides an array of duties, including:

- Resolving AHA tenant or Section 8 complaints.
- Identifying AHA staff members to answer specific questions.
- Developing and expanding community partnerships.
- Serving as neutral AHA representative to help our clients find resolutions.
- Ensuring that tenant and/or landlord concerns are fully addressed.

Since May 2021, the Ombudsperson program has received a total of 244 inquiries. The Ombudsperson Program continues coordination with internal departments, primarily the Housing Programs Department and Property Management staff, to quickly identify solutions and resolve participants' issues.

Total Q2 2023 Ombudsperson Contacts: 6

- Contacts from the general public (Non-AHA landlord/tenant matter): 1
- Contacts related to AHA tenant (Potential lease violation): 0
- Contacts related to AHA tenant (Neighbor/property management dispute): 2
- Contacts related to AHA tenant (Reasonable accommodation): 1
- Contacts related to AHA tenant (Property condition): 2
- Contacts related to AHA tenant (Rental payment): 0
- Contacts related to AHA tenant (Lease up): 0
- Contacts related to landlord (Portal, HAP, etc.): 0

IT Project Updates

IT Procedures: Staff is in the process updating and expanding the agency's standard operating procedures for AHA's IT-related operations, including a new Standard Operating Procedure (SOP) for the AHA IT QC scope and methodology.

LaserFiche: Staff continue to utilize Laserfiche Forms to digitalize our existing forms to streamline and save time.

Yardi: IT Staff has been coordinating with Yardi to make sure our software is up to date for the new procedural changes related to the updated HOTMA regulations.

IT support Tickets

IT Support Tickets	April	May	June	Quarter 2
Access Rights	59	63	64	183
Hardware	29	17	45	91
Software	29	37	38	104
On Boarding/Off Boarding	5	5	7	17
On-Site Visits	4	5	5	14
Cyber security	5	2	2	9
Total	131	129	161	421

Brief analysis of Q2:

1. The agency is expanding and more new members have joined the AHA team. As a result, we have seen an increase in hardware related tickets.
2. Access rights continue to be a big part of IT support tickets as we have tight security measures.
3. We've revised our IT policies to prohibit the use of AI systems in the workplace.

Risk Management

AHA Claim Management: Since February 2023, six (6) insurance claims have been submitted. All six (6) claims consist of property damages, and they are distributed as follows:

Period	Property	Cause of Loss
February	Independent Plaza	Car accident
March	Parrot Village	Weather related
March	Everett Commons	Leakage
April	Everett Commons	Leakage
May	Parrot Village	Leakage
July	Parrot Village	Leakage

A new claim management process has been systematized via an electronic incident report form available to internal staff and via a third-party policy for incidents on properties managed by FPI. This new claim management process is expected to reduce both the length of the claim settlement cycle and the transactional costs related to stakeholder coordination for claim processing.

During this quarter, the AHA Risk Manager conducted the following activities:

AHA Risk Prevention Program

- Led weekly Risk Management Committee meetings;
- Performed bi-annual property inspections;
- Performed an annual inspection of the main AHA office at 701 Atlantic Avenue;
- Collaborated with the HR department to update the AHA Injury and Illness Prevention Program (IIPP) processes.

Safety Training:

- Delivered an in-person Ladder Safety Training for AHA operational staff;
- Coordinated and scheduled a Defense Driving Training for all AHA staff.

Emergency Management:

- Collaborated with the AHA Safety Committee regarding emergency management processes;
- Developed drafts of Standard Operating Procedures for emergencies.

FISCAL IMPACT

The fiscal details involved in individual solicitations can be found

here: <https://www.alamedahsg.org/contracting-with-aha/>

Non-procurement costs are covered under the approved AHA budget.

CEQA

N/A

RECOMMENDATION

Accept the Quarterly Overview Report for the Administrative Services Department.

ATTACHMENTS

None

Respectfully submitted,

Greg Kats

Gregory Kats, Director of Administrative 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: Sylvia Martinez, Director of Housing Development

Date: August 16, 2023

Re: Accept the Quarterly Overview Report for Housing Development.

BACKGROUND

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

DISCUSSION

Island City Development

The Housing Authority of the City of Alameda (AHA) previously made two predevelopment loans to Island City Development (ICD) on behalf of two development projects: North Housing and Rosefield Village. In July 2021, the Alameda Affordable Housing Trust Fund awarded \$7,500,000 and a Letter of Intent for \$2,500,000 (contingent on an award from the Local Housing Trust Fund program of the State of California). Via the Housing Authority reserve policy, additional predevelopment loans are anticipated, but not yet utilized. The loan balance and project details are discussed in the subsequent project specific Board reports.

Affordable Housing Project Pipeline

Staff has now implemented a periodic pipeline newsletter system to communicate with interested parties. The most recent newsletter was released in late January.

Rosefield Village – An update report on the project is presented as a separate Board item.

Estuary I, Estuary II, Linnet Corner – An update report on these projects is presented as a separate Board item.

North Master Plan - The Board approved the contract for site stabilization work at North Housing Block A in July 2023, and staff anticipates that work will start by the end of August. Staff is waiting for the results from soil characterization studies performed in late July.

The Poplar (2615 Eagle) - An update report on the project is presented as a separate Board item.



Poppy Place - An update report on the project is presented as a separate Board item. *Feasibility Studies* – Utilizing data from recent PNAs, appraisals, and accessibility studies, staff is conducting financial feasibility analyses on three portfolio projects (Independence Plaza, China Clipper, and Esperanza) regarding needs and opportunities for renovation. Staff continues to explore avenues to utilize the AHA's Faircloth voucher allocation.

Acquisitions

Staff continues to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available.

New Funding Opportunities

Staff is completing its 9th major funding application of the year. From earlier applications, ICD projects have received awards from the City of Alameda, the Federal Home Loan Bank, the California Tax Credit Allocation Committee, and is on the published list for the California Debt Limit Allocation Committee for tax exempt-bonds and 4% tax credits. Staff is still waiting for the outcome of its application to the State Local Housing Trust Fund.

Buildings UP Challenge

In collaboration with the City of Alameda, Alameda Municipal Power, and a bevy of local partners, AHA submitted an application to the Department of Energy Buildings Upgrade Prize Challenge. Description from the website: The Buildings Upgrade Prize (Buildings UP) provides more than \$22 million in cash prizes and technical assistance to support the transformation of existing U.S. buildings into more energy-efficient and clean energy-ready homes, commercial spaces, and communities. Upgrading existing buildings to efficiently run on clean energy will help address climate change. Building upgrades may include transitioning to efficient electric equipment, including heat pumps and heat pump water heaters, and improving building efficiency through measures such as insulation and air sealing. Together, efforts will help reduce carbon emissions and energy costs, while improving indoor air quality and occupant comfort. Buildings UP aims to build capacity to rapidly and equitably transform U.S. buildings. Teams will submit innovative concepts to leverage the billions of dollars available through the Bipartisan Infrastructure Law (BIL), the Inflation Reduction Act (IRA), utility rebate programs, and many other funding sources, capitalizing on this once-in-a-generation opportunity to equitably transform a wide variety of buildings across diverse geographies. As teams progress through the prize, they will receive cash prizes and technical assistance to help bring their ideas to life. See the summary chart of the Alameda submittal attached. AHA's summer intern, Blaire Frett, was instrumental in developing and assembling this application.

Construction in Progress

Staff has been working on lender renovation requests at Eagle Village, Parrot Village, and Parrot Gardens. In addition, storm damage has been addressed at Parrot Village.

Staff is fixing the newly-acquired below market rate unit at 410 Tucker. Required sewer testing is being conducted at Anne B. Diament (ABD) and Independence Plaza (IP). In

addition, permit drawings are undergoing final revisions for permit submittal for the balcony replacement at ABD. Staff has also been upgrading acoustic insulation in offices at 701 Atlantic. Staff has also been creating scope for life/safety repairs that will require general contractors and more extensive repairs.

Staffing

Over the last six weeks, the Housing Development Department has welcomed three new staff members; Sarah Raskin, Housing Development Specialist, Jenny Wong, Senior Project Manager, and Paris Howze, Project Manager, and is now fully staffed.

The department has also sponsored Blaire Frett, who has worked on the Buildings UP application, reviewed AHA's solar installations, and researched camera systems for permanent supportive housing developments. Her work has also touched on a literature survey incorporating the voices of persons with lived experience of homelessness into PSH operations.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

ATTACHMENTS

1. Electrify Alameda Powering Possibilities for Our Community

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

ELECTRIFY ALAMEDA

POWERING POSSIBILITIES FOR OUR COMMUNITY

MEET OUR TEAM

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

AHA is the largest multifamily owner/operator serving working families, seniors, and vulnerable residents on the island, and engages with hundreds of landlords through its voucher program



CITY OF ALAMEDA

Through adoption of its award-winning Climate Action and Resiliency Plan in 2019, Alameda has set an ambitious goal of reducing emissions by 50% below 2005 levels by 2030 and becoming carbon neutral as soon as possible

ALAMEDA MUNICIPAL POWER

AMP provides 100% clean energy to all customers, decades ahead of California's goal of 100% clean power by 2045



COMMUNITY PARTNERS

Local advocates, service providers, and technical assistance providers provide links to the community and statewide initiatives

OUR PLAN

Our proposal enhances capacity and community backing for the electrification of three buildings owned by AHA, accommodating 35 low-income families. Our proposal aims to establish a blueprint of best practices that can be replicated city wide for widespread electrification.





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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: August 16, 2023

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

BACKGROUND

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

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

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

DISCUSSION

Funding

AHA has made a funding commitment through its Reserve Policy in the amount of \$3,750,000 which is flowing through the Alameda Affordable Housing Trust Fund (AAHTF) administered by the Alameda Affordable Housing Corporation (AAHC). The AAHTF commitment has been awarded matching funds from the State Local Housing Trust Fund (LHTF) Program with \$1,250,000 of the matching funds committed to the Estuary II project. Together, the AAHTF commitment is \$5,000,000. AHA has also



approved an option to ground lease the property, at a subsidized rate in 2021.

On March 9, 2023, staff submitted an Affordable Housing Program (AHP) funding application to the Federal Home Loan Bank of San Francisco for this project. On June 23, 2023, the Federal Home Loan Bank of San Francisco awarded \$690,000 in AHP funds to the project.

On May 18, 2023, the State of California Department of Housing and Community Development (HCD) published the Super Notice of Funding Availability (Super NOFA) which includes multiple HCD funding programs. On July 12, 2023, staff submitted a Super NOFA Funding Application to the State HCD requesting funds from the Multifamily Housing Program (MHP). In addition, staff is preparing to submit a 9 percent tax credit funding application for this project with the funding application due August 8, 2023.

On December 13, 2021, AHA conditionally awarded forty (40) Section 8 Project-Based Vouchers (PBV) for this project. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to be approximately \$10 million. On April 19, 2023, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) from December 13, 2022, to December 13, 2023. On July 15, 2023, staff submitted the most recent quarterly report to AHA.

Permit

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

Procurement

Staff is working on three active procurements: an Owner's Representative/Construction Management Consultant, a Prevailing Wage Consultant, and a Debt and Equity Investor for the project. Staff released the RFQ for debt and equity investors in February and are reviewing the responses received. Staff will come back to the Board of Commissioners for approval of the highest-ranked lender and investor for the project in September.

FISCAL IMPACT

The Board previously authorized a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 155 units, including Estuary II. Funds are disbursed to ICD on an as-needed basis. The current total

available predevelopment loan balance is \$611,502. Please refer to the attached chart summarizing expenses through July 31, 2023 (Attachment 1). In a related memo on this agenda, staff is requesting an increase to this predevelopment loan.

CEQA

Not applicable.

RECOMMENDATION

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

ATTACHMENTS

1. North Housing Expenses Chart Through July 31, 2023

Respectfully submitted,



Tony Weng, Senior Project Manager

North Housing Predevelopment Expenses Chart Through July 31, 2023.

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

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



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: August 16, 2023

Re: Accept the Quarterly Financial Report through the Month of June 30, 2023.

BACKGROUND

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results of July 1, 2022 through June 30, 2023 activity compared to the FY 2023 budget for the same period. Although the audited financial statements are on an accrual basis, the month-to-month financials are on a hybrid accrual and cash basis. The numbers presented are subject to change based on the adjustments from the final audited financial statement report by the independent financial auditors, including information that are provided in arrears such as the pension calculation from our actuaries. On May 18, 2022, the Board of Commissioners approved a one-year operating budget for the period covering fiscal year July 1, 2022 through June 30, 2023.

The Housing Authority of the City of Alameda (AHA) financial reports incorporate the financial activities of the properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC). All members of the Board of Commissioners also serve as the Board of Directors of AAHC and, due to this common control, the Department of Housing and Urban Development (HUD) has opined that AAHC is a blended component unit of the Housing Authority of the City of Alameda (AHA).

Please note that the activity of AHA's affiliate, Island City Development (ICD) and related low-income housing tax credit partnerships (which owns Rosefield Village, Everett Commons and Littlejohn Commons), are not included in this memorandum.

Financial activity is presented in a separate ICD Board meeting. HUD has opined that ICD is a discretely presented component unit of AHA, and presented separately in the audited financial statements of the agency.

This financial report presents information for the period from July 2022 through June 2023 (all four quarters of the fiscal year).



DISCUSSION

Overview

The following Financial Snapshot showcases Net Operating Income (Cash Flow of AHA) for the fiscal year to date (July 1, 2022 through June 30, 2023). Further discussions on the cause of these variances are presented below.

Financial Snapshot	PTD Actual	PTD Budget	Variance	% Variance
TOTAL REVENUE	57,674,846	59,821,464	-2,146,618	-3.59%
LESS: OPERATING EXPENSES	-50,864,519	-57,184,408	-6,319,889	-11.05%
NET OPERATING INCOME	6,810,327	2,637,056	4,173,271	158.25%

The following Risk Indicator showcases whether AHA has sufficient cash and investments to meet its near-term obligations.

Performance Indicator	Cash and Investments	YTD Expenses / 12 Months	Months Covered
Cash and Investments/Total HAP	35,578,490	2,968,492	11.99
Cash and Investments/Operating Expense	35,578,490	1,233,904	28.83
Cash and Investments/HAP and Operating Expense	35,578,490	4,238,710	8.39

Furthermore, the leverage ratio AHA Debt (\$113,706,763) to AHA Assets (\$260,554,050) percentage of 44% showcases that AHA is lowly leveraged.

Additionally, some of the AHA debt is internal debt (i.e. seller note from the AHA to AAHC property transfers) and intercompany items that are eliminated upon consolidation.

Third Party Management

As of January 1, 2023, property management duties were transferred from The John Stewart Company (JSCO) to FPI Management (FPI). AHA Finance and JSCO Finance worked closely together to close out the financial records, complete reconciliations and to close all AHA bank accounts managed by JSCO. Independence Plaza was transferred from AHA property management to FPI in March 2023, and Anne B. Diamant Plaza was transferred from AHA property management to FPI in July 2023.

Finance staff is also working with FPI on ensuring financial accounting infrastructure continues to be built out, bank accounts opened (operating, security deposit and reserves), collateralized bank accounts created for new bank accounts that will ensure additional protection beyond FDIC insured limits, and critical invoices are paid on time (mortgages, insurance, vendors etc.).

AHA Finance staff is engaged with FPI staff to provide feedback on financial packages, including a reconciliation effort due to the transition of property management companies in anticipation of the financial audit for fiscal year ended June 30, 2023. Estimates in the attached reporting were utilized as necessary to fill any reporting gaps from FPI (a requisite for accrual accounting). Additionally, AHA Finance staff have access to view FPI bank account activity online, and FPI Yardi financial statement online access to view accounting and ledger transactions in real time.

Operations Budget – Revenue

Year-to-date - Rental income (Total Tenant Revenue) of \$16,033,845 is predominantly made up of Housing Assistance Payments (HAP) received for AHA units and tenant rents received. This is higher than budget by \$279,297 (1.77%). Please note that the tax increment subsidy for Independence Plaza is received as one lump sum from the City of Alameda and recognized on a monthly prorated basis on the financial statements (accrual basis). The tenant portion of rents received is higher than budget by \$518,035 (11.93%), with vacancies higher than budget by \$147,349 (31.20%), offset by a lower HAP subsidy received of \$193,582 (2.18%). Staff will continue to monitor tenant and HAP income closely, and a reconciliation are currently in progress for all properties under FPI's management. Additional tenant funding from the emergency rental assistance payment program was also received for the properties.

Total Other Income and Restricted Income is higher than budget by \$524,068 (47.85%).

Interest earned from CAMP and LAIF investments are higher than budgeted due to a rising rate environment, and AHA, as soft lender to LIHTC and other affordable housing projects, has received interest payments from properties' excess cash flow. Additional rebalancing of operating cash to these investments also occurred during the fiscal year.

These factors are driving the higher interest income of \$484,703 above budget. Due to the accelerated return of the Rent Program to the City of Alameda from the original planned December 2022 date to September 2022 date and the cap for Housing Development reimbursement reached earlier than anticipated, Professional Service Revenue is below budget by \$269,187 by the end of FY 2023. Note that these revenues have a corresponding expense, and therefore, the net effect is zero. Account 7080000 Other Government Grants, most notably Alameda Unified School District

Recognized Obligation Payments (AUSD ROPS) funds were finally received in January 2023.

Expenses

Total operating expenses, including HAP, are substantially lower than the year-to-date by \$6,319,889 (11.05%). Aside from HAP (discussed in the following paragraph), this is mainly due to lower paid out salary and benefit expenses, which are under budget due to vacant positions (unfilled openings, resignation, retirement or long-term leaves), and includes cost savings due to budgeted travel not heavily utilized in the beginning of the fiscal year, offset by higher maintenance costs in the properties due to deferred maintenance and certain costs that were planned for to be reclassified as capital costs on the balance sheet. Please see Monthly Overview Report Executive Department for an overview of active recruitment. Staff expects these operating expenses to increase as AHA becomes more staffed, with multiple positions in active recruitment. Generally, utility costs have increased substantially year over year across the board of our properties. Furthermore, the billings of the police services from the City of Alameda have been provided for part of FY 2022 and paid in FY 2023 resulting in a total cash outflow of \$249,057 (although the maximum billings of \$210,000 will be paid for both FY 2022 and FY 2023). The City of Alameda services agreement with AHA ended on June 30, 2023.

Housing Assistance Payments (HAP) Pass-through

The Housing Assistance Payments (HAP) pass-through includes all the Housing Choice Voucher/Section 8, Shelter Plus, and Bessie Coleman ("SRO") programs. Year-to-date HAP revenue (8010000 HUD Operating Grants) is \$2,515,360 (6.59% below budget). It is expected that as AHA completes lease up from the wait list and increases utilization, additional funding from HUD to pass-through for HAP payments will occur.

Furthermore, additional funds for the Emergency Housing Vouchers were received from HUD in the months of June and July 2021 which are currently recorded as unearned revenue (not presented in the Budget Comparison) in the amount of \$99,750. Finance staff continues to make progress on \$614,823 (Account 9700800 Port-In AR Billings) for Port-In billings from other public housing authorities. This amount is subject to change due to net Port-Outs. Port-In billing collections was not budgeted in the FY 2023 budget process as it's dependent on other housing authorities and participant portability. AHA was allotted 10 stability vouchers from HUD, and this is pending disbursements to Alameda landlords.

Statement of Net Position

AHA has adequate cash resources for operations and reserves.

As of June 2023, AHA, AAHC and its affiliates have \$9.6 Million in cash, and \$25.8 Million held in Local Area Investment Trust Fund ("LAIF") and California Asset Management Program ("CAMP") investments. Please see below to showcase a breakdown of AHA's cash position and restricted and unrestricted cash breakout.

Please refer to the separate Investment Memorandum which showcases the statements of the June 2023 LAIF and CAMP investments.

I) Cash and Cash Equivalents Position	
Cash	9,645,561
LAIF (Local Area Investment Fund)	11,880,087
CAMP (California Asset Management Program)	14,052,842
Total Cash and Cash Equivalents	35,578,490
II) Restricted and Unrestricted Cash and Equivalents Breakout	
Restricted Property Funds (Security Deposit, Replacement Reserve, Escrow Deposits, etc.)	1,583,173
Restricted Federalized Funds (Section 8, Family Self Sufficiency, etc.)	1,877,995
Restricted Cash - Board of Commissioners pursuant to the Reserves Policy	32,117,322
Total Cash and Cash Equivalents	35,578,490

In May 2022, the Reserves Policy was approved by the Board of Commissioners on the medium term plan to maintain adequate operating and HAP reserves and also for acquisition and development purposes. This Reserves Policy is updated periodically and will be brought back to the Board of Commissioners.

OTHER ISSUES IMPACTING FINANCE DEPARTMENT

Staffing

The Finance Department is fully staffed. The Development Accounting Officer was successfully recruited and started with AHA in July 2023. Nan McKay and Associates, AHA's PHA Financial Consultants, continues to provide limited consulting services, including HUD's monthly Voucher Management System ("VMS") report submittal and support of the annual unaudited Financial Data Schedule ("FDS"). Nan McKay's contract expires by October 2023, and it is anticipated a 6 month extension will be requested to the Board of Commissioners approval up to the 5 year maximum procurement limit. A request for proposal is currently being drafted in anticipation of the need for a PHA financial consultant that supports both Housing Programs Department and Finance. Additionally, a temporary financial consultant from Robert Half International is providing assistance with reconciliation efforts with FPI.

Alameda Housing Authority Audit and Tax

AHA staff and Novogradac & Company LLP (New Jersey Office) brought the audited financial statements to the Board of Commissioners for their review in the March 2023 meeting. After the Board of Commissioners approval, the audit was finalized and submitted to HUD and the Federal Clearinghouse by the March 31, 2023 deadline.

HUD approved the financial data submission in June 2023. AHA does not file a federal or state tax return as it is not a requirement, but does file payroll tax returns on a quarterly basis.

AHA Finance staff is in active discussion with the financial auditors to begin the FY 2023 audit work.

Alameda Affordable Housing Corporation Tax

AAHC's financial information is consolidated with AHA, and therefore there is no separate audited financial statements. The AAHC tax extension for FY 2022 reporting extended the filing deadline through May 2023. The non-profit tax return was presented to the Board of Directors in the April AAHC Board meeting and approved. The tax returns were filed ahead of the May 15, 2023 deadline. The next request for a tax extension is due by November 15, 2024 for the fiscal tax year ended June 30, 2023.

Island City Development Audit and Tax

AHA is working with the CPA firm Holthouse, Carlin & Van Tright LLP ("HCVT") for audit work of Island City Development and the three low-income housing tax credit (LIHTC) project partnerships (Sherman and Buena Vista, L.P. and Everett and Eagle, L.P., and Constitution & Eagle, L.P. the "LPs"). Various Limited Liability Companies, including the newly formed "ICD Webster, LLC" has tax returns filed.

The Sherman and Buena Vista, L.P. (Littlejohn Commons) and Everett and Eagle, L.P. (Everett Commons) audited financial statements and tax returns were completed by March 2023.

The Constitution and Eagle, L.P. (Rosefield Village) audited financial statements was approved by the investor in May 2023, and finalized shortly after. The tax return is currently in production.

Finance staff is also working with HCVT on the audited cost certification report for Constitution & Eagle, L.P., which is the LIHTC project partnership that owns Rosefield Village. This report is critical for investors and lenders, and is a requirement for the Tax Credit Allocation Committee Placed-in-Service package. A draft audited cost certification has been delivered by HCVT in late 2022 with various updates through August 2023. As the permanent loan conversion of Rosefield Village is to take place no later than September 1, 2023, the final cost certification will be finalized ahead of that deadline.

ICD is under a separate contract with Novogradac & Company LLP (San Francisco

Office) as it relates to North Housing Block A and the upcoming low-income housing tax credit syndication. This includes 3 low-income housing tax credit partnerships, including agreed-upon procedures reports, audited financial statements, tax returns and cost certifications. In the near-term, tax return extensions was filed by March 2023 for 6 North Housing related Limited Liability Companies and Limited Partnerships. It is expected the final tax returns be filed no later than the due date of September 2023.

Department of Housing and Urban Development (HUD)

Finance staff requested an extension of submission of the unaudited financial data summary ("FDS") to HUD until November 2023 due to property management transitions, GASB implementation (additional accounting standards on accounting for subscription based technology (GASB 96) is being reviewed for implementation by June 30, 2023) and MTW implementation. The request to HUD is still pending as of this Board memorandum.

Finance staff continues to attend trainings and discussions with HUD to prepare for Moving-To-Work financial reporting with the expected implementation of Moving-To-Work accounting. Additionally, Finance staff will be reporting on boutique programs to HUD (i.e. SRO Bessie Coleman) and an analysis of HUD held reserves to request disbursement of cash due to MTW flexibility.

Unfunded Pension Liabilities

Although it is expected that the unfunded accrued pension liability will be fully paid within the next 15 years as projected by the soft fresh start mechanism, this is based on the assumption that the investment assets held at CalPERS as well as funding of the liabilities continue as projected. In July 2022, CalPERS has stated that there is a preliminary negative 6.1% net return on investments for the 12-month period that ended June 30, 2022, and a preliminary positive 5.8% investment return for the 12-month period that ended June 30, 2023.

As CalPERS and the revised actuarial reports based on the anecdotal negative 6.1% net return (for FY 2022) and 5.8% positive net return on investments (for FY 2023) are not available as of this date of the Board report, Finance staff will return to the Board of Commissioners to present the 2023 actuarial reports in the annual audited financials no later than the 1st calendar year quarter of 2024. As previously presented to the Board of Commissioners, this will be reviewed on an annual basis within a 90%-110% guardrail and any substantial deviation will be reviewed and presented.

Budget

A detailed budget for the fiscal year July 1, 2023 through June 30, 2024 was brought to the Board of Commissioners at the May 2023 Board of Commissioners meeting and was approved by both AHA and AAHC boards.

Banking Activities

New operating, security deposit and reserve bank accounts on behalf of AHA and AAHC were opened by our management company FPI. These funds are FDIC insured

per legal entity up to \$250,000. Additional bank accounts were created by FPI Management with a bank that will collateralize non-FDIC insured funds through the California Department of Financial Protection and Innovation Department Local Agency Security Program ("LASP").

Additionally, AHA's primary bank continues to collateralize non-FDIC insured deposits under the LASP program.

AHA did not have banking relationships with the failed banks/banks that were in receivership (e.g. Signature Bank, Silicon Valley Bank and First Republic Bank).

Additional bank accounts are currently in the process of being created with for new AHA legal affiliates (Limited Liability Companies and Limited Partnership) for upcoming real estate acquisitions and development.

FISCAL IMPACT

None. This is for reporting purposes only.

CEQA

N/A

RECOMMENDATION

Accept the Quarterly Financial Report through the Month of June 30, 2023.

ATTACHMENTS

1. JUNE 2023 - EXHIBIT A - BALANCE SHEET (AHA & AAHC)
2. JUNE 2023 - EXHIBIT B - BUDGET COMPARISON (AHA & AAHC)

Respectfully submitted,
Louie So
Louie So, Director of Finance

Balance Sheet

Period = Jun 2023 - DRAFT ONLY PENDING FINAL AUDIT ISSUANCE

Book = Accrual

	Current Balance
1000000 ASSETS	
1100000 CURRENT ASSETS	
1101000 CASH	
1110010 Cash - Unrestricted	7,630,285
1110018 Cash - Operating Checking with 3rd Party	178,965
1110019 Petty Cash with 3rd Party	750
1110020 Cash - Petty cash	1,250
1110021 Cash - Benefit Account	67,101
1110030 Cash - FSS	127,574
1110040 Cash - Replacement Reserve Bldg	220,000
1130010 Cash - Restricted Other	56,462
1130030 Cash - Restricted Sec Dep	83,552
1140050 Cash - Tenant Security Deposits with 3rd Party	236,284
1199000 TOTAL CASH	8,602,224
1200000 ACCOUNTS RECEIVABLE	
1240010 Accounts Receivable - Government	193,555
1240050 HAP Rent Receivable	7,188
1240070 Accounts Receivable- HUD	16,187
1250010 Accounts Receivable - Other	251,649
1250020 Accounts Receivable - Owners	342,190
1250050 Accounts Receivable - 3rd Party Management	466,692
1255000 Subsidy Suspense Receivable	-6,297
1260000 Accounts Receivable - Tenant	392,120
1260050 Accounts Receivable - Tenant Rent with 3rd Party	733,397
1261000 Allowance for Doubtful Accounts -Dwelling Rent	-242,385
1280000 Fraud Recovery	59,387
1281000 Allowance for Doubtful Accounts - Fraud	-59,044
1290000 Accrued Interest Receivable	-1
1299000 TOTAL ACCOUNTS RECEIVABLE	2,154,637
1300000 INVESTMENTS AND OTHER CURRENT NOTES	
1310000 Investments(LAIF)- Unrestricted	10,665,182
1320010 Investments - Other	202
1320020 Investments(LAIF) (Restricted) - FSS Escrow	91
1320030 Investments(LAIF)- Building Reserve	1,087,109
1320040 Investments(LAIF) - Equipment Reserve	126,069
1350000 Investments - Restricted	0
1350010 Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,434
1350031 Investments - CAMP	14,052,842
1350100 Mortgage Receivable	108,341,385
1350103 Mortgage Receivable-Jack Capon L. P.	38,913
1350105 Loan Receivable-Security Deposit Loan	105,236
1350106 Loan Receivable - ICD	20,163,568
1350107 Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000
1350109 Loan Receivable - Section 8	1,790,000
1360000 TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	158,372,030
1400000 PREPAID EXPENSES	

Balance Sheet

Period = Jun 2023 - DRAFT ONLY PENDING FINAL AUDIT ISSUANCE

Book = Accrual

	Current Balance
1420040 Prepaid Insurance - Worker Comp	11,186
1420050 Prepaid - Other	28,757
1420051 Prepaid Rent	5,813
1420070 Escrow Deposits - Property	245,000
1420095 Prepaid Expense - Management Company	366,061
1430010 Replacement Reserve-NorthMarq Loan	798,337
1440099 TOTAL PREPAID EXPENSES	<u>1,455,154</u>
1440105 INTERPROGRAM	
1440110 Interprogram (Due From)	4,181,797
1440899 TOTAL INTERPROGRAM	<u>4,181,797</u>
1500000 TOTAL CURRENT ASSETS	174,765,842
1590000 LONG TERM ASSETS	
1600000 FIXED ASSETS	
1609999 LAND AND BUILDINGS	
1610000 Land	60,726,239
1620030 Buildings	36,317,895
1620031 Buildings Improvements	265,752
1620060 Construction In Progress	2,500
1629000 TOTAL LAND AND BUILDINGS	<u>97,312,386</u>
1630040 Furniture and Equipment - Dwelling	327,296
1630041 Furniture and Equipment - Other	150,762
1650000 Leasehold Improvements	14,941,851
1660030 Accumulated Depreciation	-33,538,476
1660060 Accumulated Depreciation - 3rd Party	13,861
1699000 TOTAL FIXED ASSETS	<u>79,207,680</u>
1700000 ALL OTHER ASSETS	
1740000 Other Asset	1,405,057
1770000 TOTAL ALL OTHER ASSETS	<u>1,405,057</u>
1800000 DEFERRED OUTFLOW	
1800200 Deferred Outflow of Resources	2,168,053
1890000 TOTAL DEFERRED OUTFLOW	<u>2,168,053</u>
1900000 CONSTRUCTION IN PROGRESS	
1900020 CIP - Building Improvements	1,947,687
1900030 CIP - Land Improvements	3,599
1900040 CIP - Acquisition-Legal	47,363
1900045 CIP - Acquisition-Title & Escrow Fee	180
1900050 CIP - Appraisal (Land or Property)	11,000
1900060 CIP - Demolition & Remediation	3,000
1900070 CIP - Others Acquisition Costs	828
1900100 CIP - On Site Improvement	438,607
1900120 CIP - Relocation cost-Perm	918
1900125 CIP - Relocation cost-Temp	1,456
1900200 CIP - Admin Expenses(including postage & advertising)	1,092
1900210 CIP - Architectural & Engineering Fees	101,552
1900216 CIP - Survey Fees	52,268
1900230 CIP - Professional Services (Other)	41,409

Balance Sheet

Period = Jun 2023 - DRAFT ONLY PENDING FINAL AUDIT ISSUANCE

Book = Accrual

	Current Balance
1900250 CIP - Costs of Insurance	11,119
1900280 CIP - Insurance Costs During Construction	25,954
1900290 CIP - Organization - Legal	6,133
1900300 CIP - Construction Loan-Legal	10,898
1900315 CIP - Construction Loan - Fees	10,000
1900335 CIP - Permanent Loan - Fees	186,000
1900370 CIP - Syndication-Consultant	5,843
1900400 CIP - TCAC Fee (Application,Reservation,Admin Fee, Deposit)	1,220
1900409 CIP - Bond Other Fees	2,500
1900410 CIP - Environmental Testing & Reports	48,725
1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist)	41,471
1900440 CIP - Marketing Cost	596
1900460 CIP - Market Study	6,000
1919999 TOTAL CONSTRUCTION IN PROGRESS	<u>3,007,417</u>
1929999 TOTAL LONG TERM ASSETS	<u>85,788,208</u>
1999999 TOTAL ASSETS	260,554,050
3000000 LIABILITIES AND EQUITY	
3005000 LIABILITIES	
3100000 CURRENT LIABILITIES	
3100500 ACCOUNTS PAYABLE	
3120010 Accounts Payable<= 90 Days	239,243
3120011 Accounts Payable -CALPERS (employee portion)	549
3120014 Accounts Payable-Garnishment (employee portion)	-129
3120015 Accounts Payable-Vision Insurance (employee portion)	678
3120016 Accounts Payable-Life Insurance (employee portion)	-47
3120018 Accounts Payable-PARS retirement (employee portion)	-164
3120019 Accounts Payable-Flexible Spending Account(employee portion)	1,462
3120022 Accounts Payable-PERS 1959 Surv(Employee Portion)	41
3120023 Accounts Payable-FSA Transit Plan	705
3120024 Accounts Payable FSS	121,665
3120029 Accounts Payable - 3rd Party Management Company	314,161
3120040 Accrued Compensated Absences - Current Portion	208,764
3120070 Accrued Payables	405,464
3120075 Accrued Accounts Payable - 3rd Party Management	618,522
3330100 Tenants- Rents Payable	<u>9,500</u>
3339000 TOTAL ACCOUNT PAYABLE	1,920,416
3400000 SECURITY DEPOSITS HELD	
3410010 Tenant Security Deposits	46,792
3410015 Tenant Security Deposits - held with 3rd Party Management	190,816
3410999 Security Deposit Refund	<u>-1,221</u>
3419000 TOTAL SECURITY DEPOSITS HELD	236,387
3419900 OTHER LIABILITIES	
3420000 Prepay Tenant Rent	44,174
3421000 Prepay Tenant Rent - 3rd Party Management	115,243
3423000 Subsidy Suspense Clearing	1,312
3425000 Unearned Revenue	56,030

Balance SheetPeriod = Jun 2023 - **DRAFT ONLY PENDING FINAL AUDIT ISSUANCE**

Book = Accrual

	Current Balance
3426000 Prepaid Ground Lease Rent	-209,244
3430000 Current Portion of Long Term Debt - Capital Projects	171,933
3440000 Current Portion of Long Term Debt - Operating Borrowing	56,180
3449000 TOTAL OTHER LIABILITIES	<u>235,629</u>
3470000 INTERPROGRAM	
3470050 Interprogram (Due to)	4,133,294
3471000 Due To/Due From Suspense Account	-5,978
3480000 TOTAL INTERPROGRAM	<u>4,127,316</u>
3499000 TOTAL CURRENT LIABILITIES	6,519,748
3500000 NON-CURRENT LIABILITIES	
3510100 Mortgage Loan Payable	24,020,760
3510130 Interest Payable - City of Alameda Loan	1,151,593
3510140 Home Fund Loan #1	216,363
3510143 \$3.6M Housing Authority Loan Payable	78,851,473
3510150 Housing Community Dev. Loan	916,400
3510157 Loan Payable - Esperanza	1,790,000
3510160 Home Fund Loan #2	282,700
3540000 Accrued Compensated Absences - Noncurrent	157,759
3570000 OPEB Liability	-128,123
3580000 Pension Liability	-71,910
3599000 TOTAL NON-CURRENT LIABILITIES	<u>107,187,014</u>
3999000 TOTAL LIABILITIES	113,706,763
4000000 Equity/Net Assets	
4000001 EQUITY	
4000100 DEFERRED INFLOW	
4001000 Deferred Inflow of Resources	17,900,777
4900000 TOTAL DEFERRED INFLOW	<u>17,900,777</u>
4999999 CONTRIBUTED CAPITAL	
5010000 Net Investment in Capital Assets	24,337,632
5090000 Unrestricted	102,341,582
5120000 Unrestricted	2,265,986
5120010 Net Restricted Assets	1,311
5950000 TOTAL CONTRIBUTED CAPITAL	<u>128,946,511</u>
5999900 TOTAL EQUITY	<u>146,847,288</u>
6000000 TOTAL LIABILITIES AND EQUITY	260,554,050

Budget Comparison (with PTD)Period = Jul 2022-Jun 2023 - **DRAFT ONLY PENDING FINAL AUDIT ISSUANCE**

Book = Accrual

		PTD Actual	PTD Budget	Variance
6999990	INCOME			
7000000	REVENUE			
7020000	TENANT REVENUE			
7020110	Vacancy Loss	0	7	-7
7020120	Rent Free Unit	0	0	0
7030000	Tenant Rental Revenue	4,860,825	4,342,790	518,035
7030030	Maintenance Charges	81,618	0	81,618
7030040	Late Charges	75	96	-21
7030060	Tax Increment Payments from the City of Alameda (Capital and Operations)	2,886,976	2,886,976	0
7030100	Tenant HAP Subsidy	8,685,073	8,878,655	-193,582
7030110	Vacancy Loss	-619,597	-472,248	-147,349
7030120	Rent Free Unit	-60,436	0	-60,436
7030300	Commercial Rents	33,795	68,004	-34,209
7040000	Other Tenant Revenue	165,517	50,268	115,249
7050000	TOTAL TENANT REVENUE	16,033,845	15,754,548	279,297
7060000	FEDERAL GRANTS			
7060060	Shelter Plus Care Revenue (12 month billings, budget variance due to vacancies)	383,662	432,096	-48,434
7069000	TOTAL FEDERAL GRANTS	383,662	432,096	-48,434
7079000	OTHER GRANTS			
7080000	Other Government Grants (AUSD ROPS)	1,400,350	1,856,004	-455,654
7089000	TOTAL OTHER GRANTS	1,400,350	1,856,004	-455,654
7100000	OTHER INCOME			
7110010	Investment Income - Unrestricted (Budgeted Conservative Interest)	234,030	21,996	212,034
7110011	Interest Income (Budgeted Conservative Interest)	533,699	48,996	484,703
7110020	Interest on Equip. Reserve	1,917	96	1,821
7110060	Interest - Replacement Reserve	16,532	1,296	15,236
7110070	Other - Income	17,114	99,996	-82,882
7110075	Laundry Commission	9,613	18,480	-8,867
7110082	Land Fee/Ground Lease	215,008	69,996	145,012
7110090	Other Miscellaneous Revenue	1,750	0	1,750

Budget Comparison (with PTD)Period = Jul 2022-Jun 2023 - **DRAFT ONLY PENDING FINAL AUDIT ISSUANCE**

Book = Accrual

		PTD Actual	PTD Budget	Variance
7110092	Professional Service Revenue (City of Alameda Reimbursements)	565,281	834,468	-269,187
7150030	Miscellaneous Other Revenue	6,214	0	6,214
7150040	Gain/Loss on Sale of Fixed Assets	10,173	0	10,173
7150050	Miscellaneous Other Income-Maintenance	52	0	52
7150070	Administrative Fee	8,009	0	8,009
7159000	TOTAL OTHER INCOME	1,619,392	1,095,324	524,068
8000000	HUD GRANT			
8010000	HUD Operating Grants (Not Maximum Lease Up)	35,665,616	38,180,976	-2,515,360
8020000	Administrative Fees from HUD	2,452,614	2,502,516	-49,902
8020050	Administrative Fee Earned	1,750	0	1,750
8020110	PORT-In Administrative Fees	27,351	0	27,351
8030000	Administrative Fees Paid (PORT-Outs)	22,002	0	22,002
8100102	EHV Placement Fee	600	0	600
8100103	EHV Services Fee	67,663	0	67,663
8100120	TOTAL HUD GRANT	38,237,596	40,683,492	-2,445,896
8999000	TOTAL REVENUE	57,674,846	59,821,464	-2,146,618
9000000	EXPENSES			
9000900	OPERATING EXPENSES			
9100000	ADMINISTRATIVE			
9110010	Administrative Salaries (Staff Vacancies, Retirement)	4,927,246	6,173,302	1,246,056
9110020	Temporary Help - Administrative	253,838	308,881	55,043
9120000	Auditing Fees	68,663	55,002	-13,661
9130000	Outside Management Fees	292,639	293,784	1,145
9150010	Admin Employee Benefits - Medical/Dental	773,141	1,444,099	670,958
9150020	Admin Employee Benefits - PERS/PARS	436,607	534,429	97,822
9150030	Admin Employee Benefits - FICA	69,247	88,771	19,524
9150040	Admin Employee Benefits - SUI	10,350	15,609	5,259
9150060	Admin Employee Benefits - Life/LTD	28,234	35,329	7,095
9150090	Admin Employee Benefit - WC	76,994	102,350	25,356
9160010	Office Supplies/Equipment	49,184	119,105	69,921
9160020	Expendable Administrative Equipment	150	0	-150
9160030	Dues & Subscriptions Publications	5,742	996	-4,746
9160040	Postage	15,939	4,099	-11,840

Budget Comparison (with PTD)Period = Jul 2022-Jun 2023 - **DRAFT ONLY PENDING FINAL AUDIT ISSUANCE**

Book = Accrual

		PTD Actual	PTD Budget	Variance
9160050	Telephone	80,500	88,931	8,431
9160060	Bank Charges and Check Supplies	31,029	38,239	7,210
9160070	Commissioners Meeting Expense	2,012	0	-2,012
9160080	Stationery Envelopes and Business Cards	1,841	996	-845
9160090	Forms and Copies/Printing	23,759	12,476	-11,283
9160100	Classified Ads and Public Notices/outreach material	96,051	97,909	1,858
9160110	Legal Expense	412,285	609,076	196,791
9160111	Payroll charge	10,044	31,597	21,553
9160112	Survey/Title Fee	69	0	-69
9160113	Office Rent	113,451	96,300	-17,151
9160114	Administrative Support	26,793	18,990	-7,803
9160115	Organization Cost	405	2,598	2,193
9160120	Training/Conferences and Travel	48,380	132,652	84,272
9160130	Membership Dues and Fees	10,204	20,750	10,546
9160131	Taxes & Government Fees	19,150	187,773	168,623
9160160	Contracts - Accounting Services	33,165	118,270	85,105
9160170	Contracts - Administrative Services/Consultant	267,340	609,978	342,638
9160180	Contracts - Application Service Provider - Yardi	173,532	220,459	46,927
9160190	Contracts - Computer/Telephone Maintenance/Email	300,739	286,974	-13,765
9160210	Contracts - Housing Program Services	14,034	3,250	-10,784
9160220	Contracts - Human Resource Services	2,018	11,004	8,987
9160230	Contracts - Housing Inspection Services	70,465	99,999	29,534
9160260	Contracts - Office Machine Lease	15,580	39,999	24,419
9160270	Contracts - Web Hosting/Maintenance/Web Ads	24,414	75,347	50,933
9160290	Contracts - HR Recruitment	112,205	99,999	-12,206
9160510	Association Dues	128,926	159,168	30,242
9169000	TOTAL ADMINISTRATIVE	9,026,367	12,238,490	3,212,122
9200000	TENANT/SOCIAL SERVICES/POLICE			
9210010	Tenant Services - Salaries	276,845	545,594	268,749
9210030	Police Services (Capped at \$210,000; however, costs for FY 2022 paid in FY 2023 for several months due to late billings from the City of Alameda)	249,057	209,994	-39,063
9219000	TOTAL TENANT/SOCIAL SERVICES/POLICE	525,902	755,588	229,686
9219990	RELOCATION			

Budget Comparison (with PTD)Period = Jul 2022-Jun 2023 - **DRAFT ONLY PENDING FINAL AUDIT ISSUANCE**

Book = Accrual

		PTD Actual	PTD Budget	Variance
9220000	Tenant-Relocation Costs	7,340	14,007	6,667
9229000	TOTAL RELOCATION	7,340	14,007	6,667
9230005	TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE			
9230010	Tenant Svcs Employee Benefits - Medical/Dental	20,823	228,570	207,747
9230020	Tenant Svcs Employee Benefits - PERS/PARS	12,574	37,584	25,010
9230030	Tenant Svcs Employee Benefits - FICA	1,809	62,628	60,819
9230040	Tenant Svcs Employee Benefits - SUI	227	1,928	1,701
9230050	Tenant Svcs Employee Benefits - Life/LTD	626	1,977	1,351
9230071	Property Insurance	0	0	0
9230080	Tenant Svcs Employee Benefits - Other	9,631	11,348	1,717
9230090	Tenant Svcs Employee Benefit - WC	15,034	58,420	43,386
9239000	TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	60,724	402,455	341,731
9240005	TENANT SERVICES			
9240010	Tenant/Social Sevices - Supplies	8,062	0	-8,062
9240020	Tenant Service Activities - Contracts and O/S Services	293,572	277,423	-16,149
9240030	Tenant/Social Services - Resident Participation	1,540	0	-1,540
9240050	Tenant/Social Sevices - Other	2,752	0	-2,752
9249000	TOTAL TENANT SERVICES	305,926	277,423	-28,503
9300000	UTILITIES			
9310000	Water	322,181	302,017	-20,164
9320000	Electricity	154,931	116,198	-38,733
9330000	Gas	84,213	44,224	-39,989
9380010	Sewer	208,108	196,055	-12,053
9380020	Garbage	449,035	461,232	12,197
9399000	TOTAL UTILITIES	1,218,468	1,119,726	-98,742
9399990	MAINTENANCE			
9400000	MAINTENANCE SALARIES			
9410010	Maintenance - Salaries	406,246	686,993	280,747
9419000	TOTAL MAINTENANCE SALARIES	406,246	686,993	280,747
9420005	MAINTENANCE MATERIALS			
9420010	Maintenance Materials	171,987	109,707	-62,280
9420020	Vehicle - gasoline	10,781	2,550	-8,231
9420030	Janitorials Supplies	10,204	2,640	-7,564

Budget Comparison (with PTD)Period = Jul 2022-Jun 2023 - **DRAFT ONLY PENDING FINAL AUDIT ISSUANCE**

Book = Accrual

		PTD Actual	PTD Budget	Variance
9429000	TOTAL MAINTENANCE MATERIALS	192,971	114,897	-78,074
9429005	MAINTENANCE CONTRACTS			
9429015	Maintenance Contracts - Unit Turnaround	31,727	58,704	26,977
9429030	Maintenance Contracts - Tree Trimming	1,200	33,629	32,429
9429040	Maintenance Contracts - Cycle Painting	29,710	9,996	-19,714
9429060	Maintenance Contracts - Floor Covering	74,410	58,000	-16,410
9429100	Maintenance Contracts - Services	70,501	83,677	13,176
9430010	Maintenance Contracts - Painting	39,515	37,388	-2,127
9430020	Maintenance Contracts - Plumbing	151,982	66,232	-85,750
9430030	Maintenance Contracts - Landscape, Pool, Pond Maintenance	100,053	112,347	12,294
9430040	Maintenance Contracts - HVAC Maintenance	60,779	30,276	-30,503
9430060	Maintenance Contracts - Elevator Maintenance	41,736	34,713	-7,023
9430070	Maintenance Contracts - Extermination	69,064	49,096	-19,968
9430080	Maintenance Contracts - Electrical Maintenance	15,787	33,666	17,879
9430090	Maintenance Contracts - Security and Nurse Call Systems	95,147	22,621	-72,526
9430110	Maintenance Contracts - Gutter Cleaning Services	3,210	16,404	13,194
9430120	Maintenance Contracts - Flooring Replmt/Cleaning Srvc	5,656	0	-5,656
9430130	Maintenance Contracts - Other	402,599	31,860	-370,739
9430140	Maintenance Contracts - Vehicle Maintenance	9,406	6,658	-2,748
9430150	Maintenance Contracts - Janitorial	134,700	169,378	34,678
9439000	TOTAL MAINTENANCE CONTRACTS	1,337,183	854,645	-482,538
9450005	MAINTENANCE EMPLOYEE BENEFITS			
9450010	Maint Employee Benefits - Medical/Dental	85,265	129,802	44,537
9450020	Maint Employee Benefits - PERS/PARS	10,615	48,682	38,067
9450030	Maint Employee Benefits - FICA	22,858	6,093	-16,765
9450040	Maint Employee Benefits - SUI	647	1,279	632
9450050	Maint Employee Benefits - Life/LTD	1,790	3,181	1,391
9450070	Maint Employee Benefits - Uniforms/Shoes	603	1,801	1,198
9450090	Maint Employer Benefits - Other	1,544	0	-1,544
9450091	Maint Employee Benefit - WC	33,534	50,091	16,557
9459000	TOTAL MAINTENANCE EMPLOYEE BENEFITS	156,856	240,929	84,073
9499000	TOTAL MAINTENANCE	2,093,256	1,897,464	-195,792
9500000	GENERAL EXPENSES			

Budget Comparison (with PTD)Period = Jul 2022-Jun 2023 - **DRAFT ONLY PENDING FINAL AUDIT ISSUANCE**

Book = Accrual

		PTD Actual	PTD Budget	Variance
9500100	Interest Expense	1,084,655	1,089,351	4,696
9500160	Mortgage Financial Service Charge	432	0	-432
9500200	Other Expense	31,886	0	-31,886
9500210	Office Rent Expenses	3,402	0	-3,402
9500300	Claim's Settlement Cost	23,808	0	-23,808
9520000	Protective Services - Contract Costs	6,408	7,860	1,453
9610010	Insurance - Workers Compensation	8,310	27,576	19,266
9610020	Insurance - Liability	11,599	34,093	22,494
9610030	Insurance - Property	515,866	508,492	-7,374
9610040	Insurance - Vehicle	4,122	2,972	-1,150
9610060	Insurance - Other	163,593	71,584	-92,009
9620010	Other General Expenses	26,163	24,247	-1,916
9640010	Bad Debt - Tenant A/R	11,337	0	-11,337
9640030	Bad Debt - Other	8,903	0	-8,903
9698000	TOTAL GENERAL EXPENSES	1,900,483	1,766,175	116,558
9699000	TOTAL OPERATING EXPENSES	15,138,466	18,471,328	3,583,727
9700000	MOD REHAB AND SPC EXPENSES			
9700570	Rent to Owners - Bessie Coleman	179,057	179,669	612
9700800	PORT-In (A/R Billings)	-614,823	0	614,823
9700900	TOTAL MOD REHAB AND SPC EXPENSES	-435,766	179,669	615,435
9710000	EXTRAORDINARY EXPENSES			
9710090	Pre-development Cost	0	99,996	99,996
9713001	HOUSING ASSISTANCE PAYMENTS (VOUCHER)			
9719000	TOTAL EXTRAORDINARY EXPENSES	0	99,996	99,996
9730001	HOUSING ASSISTANCE PAYMENTS (VOUCHER)			
9730010	Housing Assistance Payments - Landlords	35,939,518	38,042,407	2,102,889
9730020	Housing Assistance Payments - FSS	64,295	83,004	18,709
9730070	Utility Allowance to Tenants	53,863	308,004	254,141
9739000	TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	36,057,676	38,433,415	2,375,739
9739500	OTHER EXPENSES			
9740000	Depreciation Expense (Not a Cash Expense)	1,700,008	1,700,008	0
9850002	EHV - Placement/Issuance Reporting Fee Expenses	971	0	-971
9850005	EHV - Services Fee - Owner Incentive	42,000	0	-42,000

Budget Comparison (with PTD)Period = Jul 2022-Jun 2023 - **DRAFT ONLY PENDING FINAL AUDIT ISSUANCE**

Book = Accrual

		PTD Actual	PTD Budget	Variance
9850006	EHV - Services Fee - Other Expenses	25,663	0	-25,663
9850007	EHV-Ongoing Administrative Fee Expenses	35,509	0	-35,509
9859999	TOTAL OTHER EXPENSES	1,804,151	1,700,008	-104,143
9990000	OTHER FINANCING			
9993000	TOTAL OTHER FINANCING	0	0	0
9996000	TOTAL EXPENSES	52,564,527	58,884,416	6,570,755
9998000	NET INCOME	5,110,319	937,048	4,424,137
ADD:	Depreciation Expense	1,700,008	1,700,008	0
LESS:	Must Pay Mortgage Principal	-1,180,665	-1,180,665	0
LESS:	Independence Balconies Paid By Tax Increment Financing (Board Approved Changes for PTD Actuals)	-1,712,785	-1,186,976	525,809
	CASH FLOW	3,916,877	269,415	3,898,327



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

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Lee, Controller

Date: August 16, 2023

Re: Accept the Quarterly Investment Report for Period Ending June 30, 2023.

BACKGROUND

California Government Code Sections 53600 and 53646 requires that the Housing Authority Finance Director file a quarterly report with the Board of Commissioners on the status of all investments.

DISCUSSION

The quarter-end report reflects the investment of the Agency. Agency investments are covered by the provisions of the Housing Authority's Investment Policy that is approved annually by the Board of Commissioners. This memorandum includes both the Housing Authority of the City of Alameda (AHA) and Island City Development's (ICD) investments.

FISCAL IMPACT

As of June 30, 2023, AHA held **\$11,879,885** in Local Agency Investment Fund (**LAIF**). These funds are on demand and can be used for immediate needs. The prior quarter balance was \$11,800,352. Interest is posted quarterly to the account by LAIF and the 3 months of interest from April through June 2023 earned will be presented in the July 2023 LAIF statement.

As of June 30, 2023, AHA held **\$14,052,842** in the California Asset Management Program (**CAMP**). These funds are on demand and can be used for immediate needs. The prior quarter balance was \$13,874,744. Interest is posted monthly to the account by CAMP.

As of June 30, 2023, ICD held **\$14** in **CAMP**. These funds are on demand and can be used for immediate needs. The prior quarter balance was \$14. Interest is posted monthly to the account by CAMP.



AHA Balances as of June 30, 2023: (LAIF \$11,879,885, CAMP \$14,052,842 = Total \$25,932,727)

ICD Balances as of June 30, 2023: (CAMP \$14)

The key changes in the balance for the period ending June 30, 2023 are:

Activity	AHA-LAIF	AHA-CAMP	ICD-CAMP
Beg. Balance - March 31, 2023	\$11,800,352	\$13,874,744	\$14
Interest Income	\$79,533	\$178,098	-
Deposits	-	-	-
Ending Balance - June 30, 2023	\$11,879,885	\$14,052,842	\$14

AHA's ordinary expenditure requirements for the next six months are more than sufficiently covered by two sources, namely: (1) anticipated revenues, grants, and subsidies, and (2) liquidity of current investments. All investment actions executed since the last report have been made in full compliance with the Investment Policy. The revised Investment Policy was approved by the Board of Commissioners in January 2023. The Executive Director will maintain a complete and timely record of all investment transactions.

CEQA

N/A

RECOMMENDATION

It is recommended that the Board of Commissioners Accept the Quarterly Investment Report for Period ending June 30, 2023.

ATTACHMENTS

1. 1. LAIF Statement for the quarter ending June 30, 2023 - AHA
2. 2. CAMP Statement for month ending June 30, 2023 - AHA
3. 3. CAMP Statement for month ending June 30, 2023 - ICD

Respectfully submitted,



Janet Lee, Controller

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 03, 2023

LAIF Home
PMIA Average Monthly Yields

ALAMEDA HOUSING AUTHORITY

EXECUTIVE DIRECTOR
701 ATLANTIC AVENUE
ALAMEDA, CA 94501

Tran Type Definitions

“

June 2023 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	11,879,884.86
Total Withdrawal:	0.00	Ending Balance:	11,879,884.86



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending
June 30, 2023

Housing Authority of the City of Alameda (AHA)

Client Management Team

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Rachael Miller

Client Consultant
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millerr@pfmam.com

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Accounts included in Statement

Housing Authority of the City of Alameda (AHA)

Important Messages

CAMP will be closed on 07/04/2023 for Independence Day.

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

Online Access www.camponline.com

Customer Service 1-800-729-7665



Important Disclosures

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Proxy Voting PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

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

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

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

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

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

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

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

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

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

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

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

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

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

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

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

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

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

NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE



Account Statement - Transaction Summary

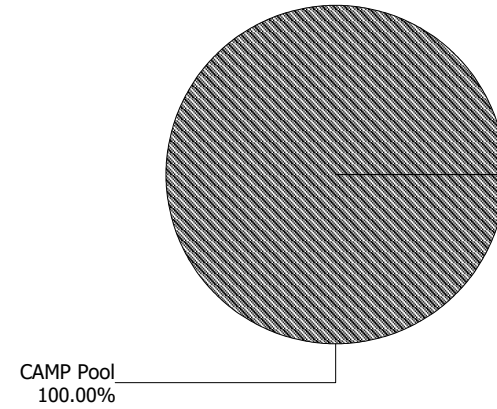
For the Month Ending **June 30, 2023**

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

CAMP Pool	
Opening Market Value	13,992,537.83
Purchases	60,304.12
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$14,052,841.95
Cash Dividends and Income	60,304.12

Asset Summary		
	June 30, 2023	May 31, 2023
CAMP Pool	14,052,841.95	13,992,537.83
Total	\$14,052,841.95	\$13,992,537.83

Asset Allocation	
CAMP Pool	100.00%





Account Statement

For the Month Ending **June 30, 2023**

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					13,992,537.83
06/30/23	07/03/23	Accrual Income Div Reinvestment - Distributions	1.00	60,304.12	14,052,841.95
Closing Balance					14,052,841.95

	Month of June	Fiscal YTD July-June		
Opening Balance	13,992,537.83	9,028,861.27	Closing Balance	14,052,841.95
Purchases	60,304.12	5,023,980.68	Average Monthly Balance	13,994,547.97
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	5.24%
Check Disbursements	0.00	0.00		
Closing Balance	14,052,841.95	14,052,841.95		
Cash Dividends and Income	60,304.12	523,980.68		



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending
June 30, 2023

Island City Development

Client Management Team

Jeremy King

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

Rachael Miller

Client Consultant
213 Market Street
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Island City Development

Important Messages

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

Online Access www.camponline.com

Customer Service 1-800-729-7665



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

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

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

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

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

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

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

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

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

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

NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE



Account Statement - Transaction Summary

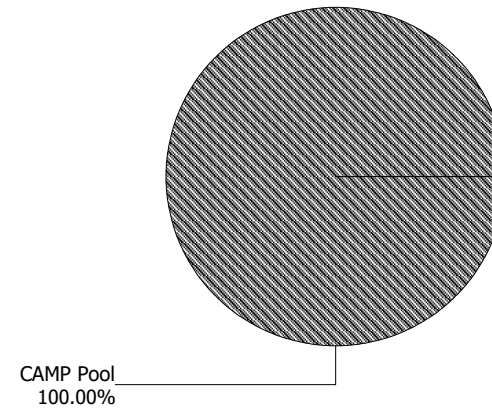
For the Month Ending **June 30, 2023**

Island City Development - Island City Development

CAMP Pool	
Opening Market Value	14.30
Purchases	0.06
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$14.36
Cash Dividends and Income	0.06

Asset Summary		
	June 30, 2023	May 31, 2023
CAMP Pool	14.36	14.30
Total	\$14.36	\$14.30

Asset Allocation





Account Statement

For the Month Ending **June 30, 2023**

Island City Development - Island City Development

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					14.30
06/30/23	07/03/23	Accrual Income Div Reinvestment - Distributions	1.00	0.06	14.36
Closing Balance					14.36

	Month of June	Fiscal YTD January-June		
Opening Balance	14.30	14.02	Closing Balance	14.36
Purchases	0.06	0.34	Average Monthly Balance	14.30
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	5.24%
Check Disbursements	0.00	0.00		
Closing Balance	14.36	14.36		
Cash Dividends and Income	0.06	0.34		



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: August 16, 2023

Re: Authorize the Executive Director or Designee to negotiate and sign a contract with Goldfarb & Lipman LLP for general counsel services in an amount not to exceed \$450,000 on an as-needed basis.

BACKGROUND

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

DISCUSSION

On March 19, 2018, AHA issued a Request for Proposals (RFP) for General Counsel Services. On September 19, 2018, Goldfarb & Lipman LLP (Goldfarb) was selected as General Counsel for AHA. AHA has worked with Goldfarb extensively, and the firm has provided a high quality of service. As the current agreement with the firm ends October 23, 2023, staff issued a RFP for Legal Services on April 3, 2023.

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

Staff recommends contracting with Goldfarb to provide general counsel services. Goldfarb serves as general counsel to numerous public agencies, such as public housing authorities, special districts, and successor agencies. Goldfarb also has expertise in Housing Choice Voucher and Project Based Voucher programs, the Brown Act and open meeting laws, the California Public Records Act, and federal and state conflict of interest and public disclosure laws. Their offices are located in Oakland, Los Angeles, and San Diego, and they have provided



legal services since 1971.

The price proposal includes a flat hourly rate for routine legal services, as well as costs associated with tasks beyond the routine scope of services. Fees required by third parties such as application fees, filing fees, or delivery charges will be reimbursed to Goldfarb at cost. Proposed hourly rates are inclusive of employee wages and benefits, clerical support, overhead and profit, licensing, insurance, materials, and telephone calls.

Hourly rates for the firm are as follows:

Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
Partner	\$345 - \$360	\$345 - \$360	\$345 - \$360	\$360 - \$380	\$360 - \$380
Associate	\$230 - \$340	\$230 - \$340	\$230 - \$340	\$250 - \$360	\$250 - \$360
Senior Law Clerk	\$195	\$195	\$195	\$220	\$220
Law Clerk	\$170	\$170	\$170	\$195	\$195
Litigation Paralegal	\$180	\$180	\$180	\$200	\$200
Project Coordinator	\$180	\$180	\$180	\$200	\$200

FISCAL IMPACT

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

CEQA

Not applicable.

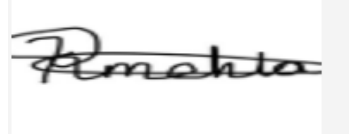
RECOMMENDATION

Authorize the Executive Director or Designee to negotiate and sign a contract with Goldfarb & Lipman LLP for general counsel services in an amount not to exceed \$450,000 on an as-needed basis.

ATTACHMENTS

1. Goldfarb & Lipman Agreement- Draft

Respectfully submitted,



Radha Mehta, Management Analyst

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this _____ day of _____, 2023 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and GOLDFARB & LIPMAN LLP, a California Limited Liability Partnership whose address is 1300 Clay Street, 11th Floor, Oakland, CA 94612, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

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

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

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

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

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

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

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

1. **TERM.**

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

2. **SERVICES TO BE PERFORMED.**

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

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

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

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

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

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

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed Four Hundred Fifty Thousand Dollars (\$450,000.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

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

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Gregory Kats

(510) 747 - 4370

Email: gkats@alamedahsg.org

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

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

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

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

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

5. **INSPECTION OF SERVICES.**

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

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

6. TIME IS OF THE ESSENCE.

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

7. INDEPENDENT CONTRACTOR.

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

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

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA).

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

9. NON-DISCRIMINATION.

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

10. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

11. INSURANCE.

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

A. WAIVER OF SUBROGATION:

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

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

B. FAILURE TO SECURE:

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

C. SUFFICIENCY OF INSURANCE:

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

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

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

12. CONFLICT OF INTEREST.

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

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

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

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

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

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

13. **PROHIBITION AGAINST ASSIGNMENTS.**

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

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

14. **SUBCONTRACTOR APPROVAL.**

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

15. **PERMITS AND LICENSES.**

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

16. REPORTS.

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

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

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

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

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

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

17. RECORDS.

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

18. NOTICES.

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

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

Housing Authority of the City of Alameda
701 Atlantic Avenue

ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, Executive Director

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

Goldfarb & Lipman, LLP
Jhaila Brown
1300 Clay Street, 11th Floor
Oakland, CA 94612
jbrown@goldfarblipman.com
(510) 433-6619

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

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

20. **TERMINATION.**

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

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

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

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

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

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

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

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

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

23. **GOVERNING LAW; SEVERABILITY.**

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

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

24. **NONCONFORMING PAYMENTS.**

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

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

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

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

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

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

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

29. WAIVER.

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

30. CAPTIONS.

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

31. ADMINISTRATION.

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

32. GENERAL.

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

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

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

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

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

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

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

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. **ENTIRE AGREEMENT.**

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

36. **AUTHORITY TO SIGN.**

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

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

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

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[SIGNATURES ON FOLLOWING PAGE]

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

"CONSULTANT"

GOLDFARB & LIPMAN, LLP

By: _____

Name: Jhaila Brown

Its: Partner

"AHA"

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

By: _____
Vanessa Cooper, Executive Director

EXHIBIT A
SCOPE OF SERVICES

Minimum Requirements

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

General Counsel Roles

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

Eviction and Property Management Counsel

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

Fair Housing Counsel

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

Real Estate Counsel

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

Procurement and Insurance Counsel

- Review and interpretation of contracting (construction, architect/engineering, professional, general services, supplies, etc.) and procurement issues (U.S. Department of Housing and Urban Development regulatory requirements and advice, California law on public housing procurement, solicitation procedures, bid protests, procurement contract development and review) and any related matters as it relates to development related activities.
- Reviewing, advising, and representing the Authority in connection with disputes arising out of the bid process for AHA, AAHC, and ICD.
- Reviewing, advising, and representing the Authority regarding disputes arising out of contracts between the Authority and its vendors.
- Representation of AHA in court on lawsuits filed against it by contractors, residents, landlords, and others.
- Review of vendor required alternative contracts for agency exposure and federal compliance.

Conflict of Interest Counsel

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

Housing Programs Counsel

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

EXHIBIT B
FEE SCHEDULE

Consultant Name	Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
Goldfarb & Lipman	Partner	\$345 - \$360	\$345 - \$360	\$345 - \$360	\$360 - \$380	\$360 - \$380
Goldfarb & Lipman	Associate	\$230 - \$340	\$230 - \$340	\$230 - \$340	\$250 - \$360	\$250 - \$360
Goldfarb & Lipman	Senior Law Clerk	\$195	\$195	\$195	\$220	\$220
Goldfarb & Lipman	Law Clerk	\$170	\$170	\$170	\$195	\$195
Goldfarb & Lipman	Litigation Paralegal	\$180	\$180	\$180	\$200	\$200
Goldfarb & Lipman	Project Coordinator	\$180	\$180	\$180	\$200	\$200

Other Costs:

Goldfarb & Lipman does not charge for word processing services, general photocopying, or preparation of electronic or CD closing dockets. Reimbursable expenses that will be billed at cost by Goldfarb & Lipman include, but are not limited to: application, filing and similar fees required by third parties; and delivery charges other than by first class United States mail.

Travel Costs:

Goldfarb & Lipman will not charge for travel to the AHA offices or any location within the County of Alameda. However, should we be required to travel outside of the County of Alameda, we will bill at our standard rates applicable at that time and in accordance with AHA's travel procedures.

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

OTHER INSURANCE REQUIREMENTS:

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

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

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

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

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

HUD-5369-A - https://www.hud.gov/sites/documents/DOC_12587.PDF

(SEE LINKS ABOVE)

EXHIBIT E
COPY OF ORIGINAL REQUEST FOR PROPOSALS

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[EXHIBIT RESUMES ON FOLLOWING PAGE]

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[EXHIBIT RESUMES ON FOLLOWING PAGE]



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: August 16, 2023

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

BACKGROUND

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

DISCUSSION

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

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

Staff recommends contracting with Aleshire to provide special counsel services. Staff have worked with Aleshire in the areas of Human Resources and Informal Hearing Counsel services, and the firm has provided a high quality of service. Aleshire has worked with numerous public agencies, such as housing authorities, local agencies, and other public entities. The firm has extensive experience working with Housing Choice



Voucher and Public Housing programs, complaints filed with the HUD and California Civil Rights Department, and housing and disability-based laws, including reasonable accommodation procedures. Their offices are located in Irvine, Los Angeles, Riverside, Fresno, and Alameda, and they have provided legal services since 2003.

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

Hourly rates for the firm are as follows:

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

	Associates	\$290	\$300	\$310	\$320	\$330
All Categories Above	Paralegal	\$160	\$170	\$180	\$190	\$200
	Document Clerk	\$150	\$160	\$170	\$180	\$190
	Law Clerk	\$160	\$170	\$180	\$190	\$200

FISCAL IMPACT

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

CEQA

Not applicable.

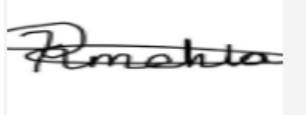
RECOMMENDATION

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

ATTACHMENTS

1. Aleshire & Wynder LLP Agreement- Draft

Respectfully submitted,



Radha Mehta, Management Analyst

CONSULTANT SERVICES CONTRACT

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

RECITALS:

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

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

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

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

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

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

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

1. **TERM.**

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

2. **SERVICES TO BE PERFORMED.**

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

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

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

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

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

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

3. **COMPENSATION TO CONSULTANT.**

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

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

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Gregory Kats

(510) 747 - 4370

Email: gkats@alamedahsg.org

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

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

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

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

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

5. **INSPECTION OF SERVICES.**

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

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

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

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

7. **INDEPENDENT CONTRACTOR.**

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

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

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

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

9. **NON-DISCRIMINATION.**

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

10. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

11. INSURANCE.

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

A. WAIVER OF SUBROGATION:

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

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

B. FAILURE TO SECURE:

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

C. SUFFICIENCY OF INSURANCE:

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

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

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

12. CONFLICT OF INTEREST.

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

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

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

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

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

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

13. **PROHIBITION AGAINST ASSIGNMENTS.**

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

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

14. **SUBCONTRACTOR APPROVAL.**

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

15. **PERMITS AND LICENSES.**

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

16. REPORTS.

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

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

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

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

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

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

17. RECORDS.

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

18. NOTICES.

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

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

Housing Authority of the City of Alameda
701 Atlantic Avenue

ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, Executive Director

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

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

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

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

20. **TERMINATION.**

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

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

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

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

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

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

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

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

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

23. **GOVERNING LAW; SEVERABILITY.**

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

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

24. **NONCONFORMING PAYMENTS.**

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

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

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

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

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

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

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

29. WAIVER.

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

30. CAPTIONS.

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

31. ADMINISTRATION.

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

32. GENERAL.

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

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

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

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

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

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

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

33. ADDITIONAL FEDERAL REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. **ENTIRE AGREEMENT.**

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

36. **AUTHORITY TO SIGN.**

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

"CONSULTANT"

ALESHIRE & WYNDER, LLP

By: _____

Name: Adrian Guerra

Its: Partner

"AHA"

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

By: _____
Vanessa Cooper, Executive Director

EXHIBIT A
SCOPE OF SERVICES

Minimum Requirements

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

General Counsel Roles

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

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

Bond Counsel

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

Eviction and Property Management Counsel

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

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

Fair Housing Counsel

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

Informal Hearing Officer Counsel (Cannot also be General Counsel)

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

Real Estate Counsel

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

Procurement Counsel

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

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

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

Conflict of Interest Counsel

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

Housing Programs Counsel

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

EXHIBIT B
FEE SCHEDULE

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

Attorney Time for Travel shall be implemented as follows:

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

OTHER INSURANCE REQUIREMENTS:

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

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

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

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

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

HUD-5369-A - https://www.hud.gov/sites/documents/DOC_12587.PDF

(SEE LINKS ABOVE)

EXHIBIT E
COPY OF ORIGINAL REQUEST FOR PROPOSALS

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[EXHIBIT RESUMES ON FOLLOWING PAGE]

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[EXHIBIT RESUMES ON FOLLOWING PAGE]



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: August 16, 2023

Re: Authorize the Executive Director or Designee to negotiate and sign a contract with Burke, Williams & Sorensen, LLP for special counsel services in an amount not to exceed \$100,000 on an as-needed basis.

BACKGROUND

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

DISCUSSION

On April 3, 2023, staff issued a Request for Proposals (RFP) for Legal Services. AHA received seven proposals from legal firms, including Burke, Williams & Sorensen, LLP (BWS). In the proposal, the firm selected the following counsel roles to provide: General Counsel, Fair Housing Counsel, Real Estate Counsel, Procurement and Insurance Counsel, Conflict of Interest Counsel, and Housing Programs Counsel. The Evaluation Committee reviewed and ranked the proposals and the top five firms were invited to interview in-person with AHA. The interview panel was composed of AHA staff and a Board member. BWS was ranked third by the panelists for legal services.

Staff recommends contracting with BWS to provide as-needed special counsel services. BWS has worked with over 200 local government entities, including cities, counties, joint power authorities, and housing authorities. The firm has extensive experience working with purchase and sale agreements, ground leases, affordable housing regulatory agreements, complaints filed with the HUD and California Civil Rights Department, and housing and disability-based laws. Their offices are located in Oakland, Los Angeles, Marin County, San Jose, San Francisco, Orange County, and San Diego and they have provided legal services since 1927.

In cases of conflict of interest that arise with AHA's General Counsel, BWS may be appointed to represent AHA for certain projects, as needed. The price proposal includes a flat hourly rate for routine legal services, as well as costs associated with tasks beyond the routine scope of services. Proposed hourly rates are inclusive of employee wages and benefits, clerical support, overhead and



profit, licensing, insurance, materials, and telephone calls. Out-of-pocket expenses such as document production, mileage reimbursements, or fees required by third parties such as application fees, filing fees or delivery charges will be reimbursed to BWS at actual cost.

Hourly rates for the firm are as follows:

Name	Position	Year 1	Year 2	Year 3	Year 4	Year 5
Sergio Rudin	General Counsel, Conflict of Interest and Procurement	\$ 325	\$ 345	\$ 385	\$ 405	\$ 425
Nicholas Muscolino	Fair Housing and Litigation	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Susan Bloch	Real Estate and Housing	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Maxwell Blum	Real Estate and Housing	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Deirdre Joan Cox	Procurement and Insurance	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Tim Colvig	Procurement and Insurance	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Tim Davis	Human Resources	\$ 350	\$ 370	\$ 390	\$ 410	\$ 430
Ghazaleh Modarresi	Human Resources	\$ 330	\$ 350	\$ 370	\$ 390	\$ 410
Allison Hernandez	Human Resources	\$ 300	\$ 320	\$ 340	\$ 360	\$ 380

FISCAL IMPACT

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

CEQA

Not applicable.

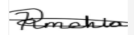
RECOMMENDATION

Authorize the Executive Director or Designee to negotiate and sign a contract with Burke, Williams & Sorensen, LLP for special counsel services in an amount not to exceed \$100,000 on an as-needed basis.

ATTACHMENTS

1. Burke, Williams & Sorensen LLP Agreement- Draft

Respectfully submitted,



Radha Mehta, Management Analyst

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this _____ day of _____, 2023 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and Burke, Williams, & Sorensen, a Limited Liability Partnership whose address is 1999 Harrison Street, Suite 1650, Oakland, California 94612, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

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

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

C. AHA has determined that it requires professional services for legal services.

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

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

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

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

1. TERM.

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

2. SERVICES TO BE PERFORMED.

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

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

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

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

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

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

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed One Hundred Thousand Dollars (\$100,000), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

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

to accountspayable@alamedahsg.org or on the AHA's vendor portal.

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Gregory Kats

(510) 747 - 4370

Email: gkats@alamedahsg.org

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

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

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

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

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

5. **INSPECTION OF SERVICES.**

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

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

upon reasonable notice to Consultant.

6. TIME IS OF THE ESSENCE.

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

7. INDEPENDENT CONTRACTOR.

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

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

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA).

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

9. NON-DISCRIMINATION.

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

Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS.**

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

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

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

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

11. **INSURANCE.**

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

A. WAIVER OF SUBROGATION:

Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether AHA has received a waiver of subrogation endorsement from the Insurer.

B. FAILURE TO SECURE:

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

C. SUFFICIENCY OF INSURANCE:

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

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

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

12. CONFLICT OF INTEREST.

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

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

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

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

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

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

13. PROHIBITION AGAINST ASSIGNMENTS.

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

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

14. SUBCONTRACTOR APPROVAL.

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

15. PERMITS AND LICENSES.

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other

governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

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

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

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

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

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

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

17. **RECORDS.**

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

18. **NOTICES.**

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

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

Housing Authority of the City of Alameda
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, Executive Director

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

Sergio A. Rudin
Burke, Williams & Sorensen, LLP
1999 Harrison Street, Suite 1650
Oakland, California 94612

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

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

20. **TERMINATION.**

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

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

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

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such

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

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

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

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

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

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement

(or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

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

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

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

28.2. **Nondisclosure and Nonuse Obligation.** Consultant agrees to perform all

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

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

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

29. WAIVER.

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

30. CAPTIONS.

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

31. ADMINISTRATION.

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

32. **GENERAL.**

32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

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

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

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

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

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

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

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

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions

shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

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

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

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

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

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

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

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

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

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

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA

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

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

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

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

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

35. **ENTIRE AGREEMENT.**

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

36. **AUTHORITY TO SIGN.**

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

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

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.
- v. Exhibit E – Copy of RFP No. AS04-03-2023

- vi. Exhibit F – Copy of Consultant's Proposal/Response to RFP No. AS04-03-2023, submitted to the AHA

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

"CONSULTANT"

"AHA"

BURKE, WILLIAMS & SORENSEN, LLP

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

By: _____

By: _____
Vanessa Cooper, Executive Director

Name: Sergio A. Rudin

Its: Partner

EXHIBIT A
SCOPE OF SERVICES

Minimum Requirements

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

General Counsel

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

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

Fair Housing Counsel

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

- Advise on Property Management.
- Reasonable Accommodation and Fair Housing training for staff.

Real Estate Counsel

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

Procurement and Insurance Counsel

- Review and interpretation of contracting (construction, architect/engineering, professional, general services, supplies, etc.) and procurement issues (U.S. Department of Housing and Urban Development regulatory requirements and advice, California law on public housing procurement, solicitation procedures, bid protests, procurement contract development and review) and any related matters as it relates to development related activities.
- Reviewing, advising, and representing the Authority in connection with disputes arising out of the bid process for AHA, AAHC, and ICD.
- Reviewing, advising, and representing the Authority regarding disputes arising out of contracts between the Authority and its vendors.
- Representation of AHA in court on lawsuits filed against it by contractors, residents, landlords, and others.
- Review of vendor required alternative contracts for agency exposure and federal compliance.

Conflict of Interest Counsel

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

Housing Programs Counsel

- Reviewing and advising on Housing Choice Voucher Program (formally known as Section 8) and related HUD Programs including, but not limited

to, Project-Based Voucher (PBV), Moderate Rehabilitation, and Shelter Plus Care.

- Review and guidance on PBV and MTW documents.

EXHIBIT B
FEE SCHEDULE

Name	Position	Year 1	Year 2	Year 3	Year 4	Year 5
Sergio Rudin	General Counsel, Conflict of Interest and Procurement	\$ 325	\$ 345	\$ 385	\$ 405	\$ 425
Nicholas Muscolino	Fair Housing and Litigation	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Susan Bloch	Real Estate and Housing	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Maxwell Blum	Real Estate and Housing	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Deirdre Joan Cox	Procurement and Insurance	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Tim Colvig	Procurement and Insurance	\$ 425	\$ 445	\$ 465	\$ 485	\$ 505
Tim Davis	Human Resources	\$ 350	\$ 370	\$ 390	\$ 410	\$ 430
Ghazaleh Modarresi	Human Resources	\$ 330	\$ 350	\$ 370	\$ 390	\$ 410
Allison Hernandez	Human Resources	\$ 300	\$ 320	\$ 340	\$ 360	\$ 380

Travel Time

Burke will not bill travel time or mileage to the Authority's offices. Any other required travel will be charged at the IRS mileage rate plus expenses.

Reimbursements

We routinely charge our clients for our direct out-of-pocket expenses and costs incurred in performing the services. These costs and expenses commonly include such items as reproduction of documents, facsimile, mileage reimbursement for travel at the IRS approved rate, and other costs reasonably and necessarily incurred in performing services for the Authority. We do not charge a service fee or overhead for cost reimbursement items. Reimbursement amounts may be adjusted annually.

Expense	Rate
In-house reproduction charges	
Black and white	20¢ per page
Color	\$1 per page
Mileage	65.5¢ per mile (or current IRS rate)
All other costs reasonably and necessarily incurred in performing services for the Authority	at cost

Billing Format and Procedure

Bills are sent out each month invoicing charges for the prior month. Fees for our services are charged in increments of 1/10th of an hour. The bills provide a specific description of the work performed by all attorneys, the time actually spent on the work item, and the billing rate of the attorney. These bills also contain itemized descriptions of any out-of-pocket expenses incurred during the prior month.

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS
(Cyber/tech optional, not to be used for construction contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA.
- **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.

- **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

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

HUD-5369-A - https://www.hud.gov/sites/documents/DOC_12587.PDF

(SEE LINKS ABOVE)

EXHIBIT E
COPY OF ORIGINAL REQUEST FOR PROPOSALS

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[EXHIBIT RESUMES ON FOLLOWING PAGE]

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[EXHIBIT RESUMES ON FOLLOWING PAGE]



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: Radha Mehta, Management Analyst

Date: August 16, 2023

Re: Authorize the Executive Director or Designee to negotiate and sign a contract with Law Offices of Bill Ford for eviction counsel services in an amount not to exceed \$100,000 on an as-needed basis.

BACKGROUND

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

DISCUSSION

On March 19, 2018, AHA issued a Request for Proposals (RFP) for General Legal Services. The Law Offices of Bill Ford (Bill Ford) was evaluated and selected as the top ranked eviction counsel firm. On September 19, 2018, Bill Ford was awarded an agreement for \$100,000 for Eviction Counsel services. On January 16, 2020, the agreement was amended to increase the not to exceed compensation total to \$250,000. On May 1, 2021, the term of the agreement was extended to October 15, 2023. Due to the current agreement with the firm ending on October 15, 2023, staff issued an RFP for Legal Services on April 3, 2023.

AHA received seven proposals from legal firms, including that of Bill Ford. In Bill Ford's proposal, the firm selected the following counsel roles to provide: General Counsel, Eviction and Property Management Counsel, and Procurement Counsel. The Evaluation Committee reviewed and ranked the proposals, and the top five firms were invited to interview in-person with AHA. The interview panel was composed of AHA staff and a Board member. Bill Ford was ranked fourth by the panelists for legal services.

Staff recommends contracting with Bill Ford to provide Eviction Counsel services. Staff has worked with Bill Ford and the firm has historically provided quality services for rent and eviction cases. Bill Ford has worked with numerous housing agencies and nonprofit housing organizations within the Bay Area.



Bill Ford has extensive experience working with HUD regulations, property damage, premises liability, landlord-tenant issues, unlawful detainer, property damage, real estate, and general business litigation matters throughout California. Their offices are located in San Rafael, San Francisco, and Sacramento and they have provided legal services since 2013.

The price proposal includes a flat hourly rate for routine legal services, as well as costs associated with tasks beyond the routine scope of services. Proposed hourly rates are inclusive of employee wages and benefits, clerical support, overhead and profit, licensing, insurance, materials, and telephone calls. Bill Ford will not charge the AHA for regular postage or for photocopying, wherever possible. However, the firm will charge for photocopying related to large projects which must be sent outside the firm. Bill Ford will also charge its actual cost for express mail, local or overnight courier services, service of process, court reporter, and filing fees.

Hourly rates for the firm are as follows:

Consultant Name	Position	Hourly Fee Year 1	Hourly Fee Year 2	Hourly Fee Year 3	Hourly Fee Year 4	Hourly Fee Year 5
Bill Ford, Esq.	Principal	\$195	\$205	\$215	\$225	\$236
Shelley Buchanan, Esq.	Of Counsel	\$195	\$205	\$215	\$225	\$236
James Burns, Esq.	Of Counsel	\$195	\$205	\$215	\$225	\$236

FISCAL IMPACT

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

CEQA

Not Applicable

RECOMMENDATION

Authorize the Executive Director or Designee to negotiate and sign a contract with the Law Offices of Bill Ford for eviction counsel services in an amount not to exceed \$100,000 on an as-needed basis.

ATTACHMENTS

1. Bill Ford Agreement- Draft

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Rmehta', is enclosed in a thin black rectangular border. To the right of the signature, there is a vertical grey rectangular bar.

Radha Mehta, Management Analyst

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this _____ day of _____, 2023 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and LAW OFFICIES OF BILL FORD, a Sole Proprietorship whose address is 454 Las Gallinas Ave, Suite 1119, San Rafael, CA 94903, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

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

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

C. AHA has determined that it requires professional services for eviction services.

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

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

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

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

1. TERM.

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

2. SERVICES TO BE PERFORMED.

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

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

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

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

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

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

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed One Hundred Thousand Dollars (\$100,000), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

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

to accountspayable@alamedahsg.org or on the AHA's vendor portal.

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Gregory Kats

(510) 747 - 4370

Email: gkats@alamedahsg.org

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

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

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

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

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

5. **INSPECTION OF SERVICES.**

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

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

upon reasonable notice to Consultant.

6. TIME IS OF THE ESSENCE.

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

7. INDEPENDENT CONTRACTOR.

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

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

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA).

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

9. NON-DISCRIMINATION.

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

Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS.**

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

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

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

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

11. **INSURANCE.**

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

A. WAIVER OF SUBROGATION:

Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether AHA has received a waiver of subrogation endorsement from the Insurer.

B. FAILURE TO SECURE:

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

C. SUFFICIENCY OF INSURANCE:

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

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

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

12. CONFLICT OF INTEREST.

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

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

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

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

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

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

13. PROHIBITION AGAINST ASSIGNMENTS.

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

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

14. SUBCONTRACTOR APPROVAL.

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

15. PERMITS AND LICENSES.

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other

governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

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

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

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

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

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

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

17. **RECORDS.**

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

18. **NOTICES.**

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

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

Housing Authority of the City of Alameda
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, Executive Director

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

Bill Ford
Law Offices of Bill Ford
454 Las Gallinas Ave, Suite 1119
San Rafael, CA 94903
admin@billfordlaw.com
(415) 306-7840

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

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

20. **TERMINATION.**

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

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

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

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default

is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

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

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

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

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

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of

another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

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

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

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

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

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

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

29. WAIVER.

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

30. CAPTIONS.

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

31. ADMINISTRATION.

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

32. **GENERAL.**

32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

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

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

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

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

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

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

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

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions

shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

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

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

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

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

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

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

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

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

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

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA

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

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

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

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

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

35. **ENTIRE AGREEMENT.**

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

36. **AUTHORITY TO SIGN.**

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

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

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.
- v. Exhibit E – Copy of RFP No. AS04-03-2023

- vi. Exhibit F – Copy of Consultant's Proposal/Response to RFP No. AS04-03-2023, submitted to the AHA

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[SIGNATURES ON FOLLOWING PAGE]

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

"CONSULTANT"

LAW OFFICES OF BILL FORD

By: _____

Name: Bill Ford

Its: Principal Attorney

"AHA"

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

By: _____
Vanessa Cooper, Executive Director

EXHIBIT A
SCOPE OF SERVICES

Minimum Requirements

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

Eviction and Property Management Counsel

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

EXHIBIT B
FEE SCHEDULE

Consultant Name	Position	Hourly Fee Year 1	Hourly Fee Year 2	Hourly Fee Year 3	Hourly Fee Year 4	Hourly Fee Year 5
Bill Ford, Esq.	Principal	\$195	\$205	\$215	\$225	\$236
Shelley Buchanan, Esq.	Of Counsel	\$195	\$205	\$215	\$225	\$236
James Burns, Esq.	Of Counsel	\$195	\$205	\$215	\$225	\$236

Travel Time

Bill Ford will not charge for travel time for attendance at regularly scheduled meetings.

Reimbursements

The Law Offices of Bill Ford will not charge the AHA for regular postage or for photocopying, wherever possible. The firm will only submit billing for photocopying in regard to large projects which must be sent outside the firm for photocopying. The Law Offices of Bill Ford will also charge its actual cost for express mail, local or overnight courier services, service of process, court reporter and filing fees.

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS
(Cyber/tech optional, not to be used for construction contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA.
- **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.

- **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

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

HUD-5369-A - https://www.hud.gov/sites/documents/DOC_12587.PDF

(SEE LINKS ABOVE)

EXHIBIT E
COPY OF ORIGINAL REQUEST FOR PROPOSALS

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[EXHIBIT RESUMES ON FOLLOWING PAGE]

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

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[EXHIBIT RESUMES ON FOLLOWING PAGE]



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: Alicia Southern, Director of Human Resources and Operations

Date: August 16, 2023

Re: Adopt the Resolution to Revise the Employer’s Contributions for Eligible Employees’ Health and Dental/Vision Care, to Provide a Cost of Living Adjustment for All Eligible Regular and Contract Resident Employees, Adopt the Corresponding Pay Schedule and Salary Schedule, and to Adopt the Revised Schedule of Authorized Positions.

BACKGROUND

The last Cost of Living Adjustment (COLA) for Housing Authority of the City of Alameda (AHA) line staff and managers was 4.2% effective August 28, 2022.

At the August 17, 2016 Board of Commissioners (the Board) Meeting, the Board approved a resolution to adopt a flat rate employer contribution to health insurance premiums for calendar year 2017 to align with the Kaiser health plan rate, which the Housing Authority has used as the benchmark plan. The flat rate was set at the Employee+2 or more premium level, and included both the minimum Public Employees’ Medical and Hospital Care Act (PEMHCA) contribution and an additional contribution to the agency Section 125 (Cafeteria) plan for active employees. The Board also approved a flat rate contribution set at the Employee+2 or more dental insurance premium that can be used towards dental and vision insurance. The Board has approved this approach to setting the employer contribution since that time.

DISCUSSION

The Bay Area Consumer Price Index (CPI) for all consumers increased 2.9% for the period from June 2022 to June 2023 (the same month-to-month period used when determining prior years’ increases), a reduction from the 6.8% increase that occurred last year at this time. The increase in the 2023 CPI was due primarily to higher prices for food, shelter, and some consumer goods, while energy costs declined.

AHA management generally believes we should provide a salary adjustment to allow our existing employees’ compensation to keep up with the increase in the cost of goods and services, as well as to help ensure salaries stay competitive for recruiting purposes. A



4.0% increase was budgeted for in the current FY budget that was approved in May 2023, and historical information on COLA increases was presented to the Board for consideration in July 2023, along with a proposed approach to setting COLA increases. Based on the discussion at the July meeting, management is bringing just one option to the Board for consideration: a 2.9% COLA, matching the CPI data.

If a COLA is granted by the Board of Commissioners, AHA management proposes that it be effective August 27, 2023, the start of the next pay period following the August Board meeting. This is the approach that has been used starting in 2020 to streamline administrative processing of the COLA.

All regular (either full or part-time) employees and contract employees would be eligible for the COLA. Temporary and non-resident contract employees are not eligible for a COLA. Y-Rated employees are also not eligible for a COLA increase; no current AHA employees are Y-Rated, however.

Exhibits #1 and #2 include wage figures with a 2.9% COLA applied. Exhibit #1 is the overall Salary Schedule which shows all wage ranges in the salary structure; note that many of the ranges do not have any positions assigned to them. Exhibit #2 is AHA's proposed Pay Schedule that shows the wage ranges assigned to all positions (titles) in the Schedule of Authorized Positions.

The Executive Director's salary is not assigned a range, as other regular positions are. This salary is shown on the Pay Schedules at two levels only: the current salary with the corresponding COLA applied (in Step 1 column), and a 5% salary increase to those levels should the Board elect to grant a salary increase at the time of the Executive Director's next annual review (in Step 2 column).

Benefits Contributions

In 2016, the Board adopted a number of changes to the AHA benefits plan to ensure compliance with the Public Employees' Medical and Hospital Care Act (PEMHCA) as well as with other new regulations under the Affordable Care Act and various IRS guidelines regulating the use of Cafeteria (Section 125) Plans. The primary change was to adopt a flat-rate approach to the employer contribution for active, regular employees, as opposed to a contribution based on the level of dependent enrollment. This memo assumes that the Board will wish to continue with this approach.

When the budget for the current fiscal year was presented to and adopted by the Board, the amounts budgeted for health and dental benefits allowed for the flat rate Employee+2 or more level of coverage with a 10% increase beginning January 1, 2024 in the employer contribution (over the 2023 Kaiser premium, which has been used as the benchmark plan) for all regular employees for health insurance, and a 5% increase in the employer contribution (over the 2023 dental premium) for dental insurance. PERS approved the 2024 health plan numbers at their July 18, 2023 meeting, but has not yet posted the public agency, region 1 plans and rates. PERS will post these numbers by September 11, 2023. The approved PERS health insurance premiums for 2024, and the

Kaiser Employee+2 or more premium increased by 13.07%, which was higher than budgeted for. The budgeted amount is adequate to provide up to the Employee+ 2 or more premium of \$2,506.79 per month beginning in January 2024, however, as not all employees elect coverage for Employee+2 or more dependents, and some others have opted for the in-lieu payment of \$230/month. We request that the Board authorize the Executive Director or designee to approve and implement the new medical benefits employer contribution for 2023-24 up to a maximum of a 13.07% percent increase on the 2022-23 maximum employer contribution of \$2375.72 as set in August 2022 and to inform the Board retroactively of the actual increase. This employer contribution level provides employees who wish to cover two or more dependents both HMO options and a PPO option that can be elected with no out-of-pocket cost for premiums; if other plans are elected, some out-of-pocket cost may be required depending on the number of dependents enrolled. It is noted that the average overall statewide CalPERS premium increase across all plans was 10.95% this year, compared to last year's increase of 6.7%, with no plans seeing a reduction in premiums.

Management is recommending authorization for an employer contribution equivalent to up to a 7% increase in dental premiums (the same % increase approved in August 2016, 2017, 2018, 2019, 2020, 2021 and 2022). In 2023, AHA's dental rates did not increase.

While a 5% increase to employer contribution was budgeted for 2024, allowing for a slightly higher increase in premiums will afford the Agency some flexibility should rates come in slightly above the projected 5% increase, without requiring employees to make small monthly contributions. The difference in premium between a 5% and a 7% increase is approximately \$60.00 per employee per year, or less than \$3,300.00 in total costs per year. This increase can also be accommodated within the approved budget as described below. Additionally, as in past years, if actual 2024 premiums are less than the approved amount, the employer contribution is set at a maximum of the actual 2024 Employee+2 or more dependent rate.

Kaiser Permanente (approved by CalPERS Board on 7/18/23):		
Employee Only: \$964.15	Employee+1: \$1,928.30	Employee+2: \$2,506.79
Cash in lieu of health coverage: \$230.00		
Estimated 2024 MetLife Dental Plan:		
Employee Only: \$70.73	Employee+1: \$142.64	Employee+2: \$257.96
Estimated 2024 Vision Care VSP:		
Employee Only: \$8.98	Employee+1: \$12.99	Employee+2: \$23.36

The accompanying resolution outlines the 2024 PEMHCA minimum contribution AHA is required to contribute towards health costs for employees and annuitants, plus proposed employer Cafeteria Plan contributions and cash back alternative payments for 2024. No change in the cash back alternative health coverage payment of \$230.00/month is proposed for the 2024 calendar year.

FISCAL IMPACT

An overall COLA for all eligible staff and managers of 2.9% would cost approximately \$187,000 in salary costs for the fiscal year, plus an additional approximately \$18,111 in

CalPERS employer retirement contributions, for a total cost of \$205,111. An amount greater than this was included in the FY 2023/2024 budget approved in May.

Benefits Contributions

In the current budget, the flat rate approach was included for all employees for both health and dental insurance. Additionally, an increase of 10% over the prior year premium was incorporated for health insurance, and a 5% increase was incorporated for dental insurance. Health insurance rates have been received from CalPERS and while Kaiser premium increases were greater than anticipated, the budgeted amount is anticipated to be adequate to provide the flat rate approach beginning in 2024 due to variations in coverage elections.

Last year, the Employer contribution to dental and/or vision insurance was set at a maximum of a 7% increase, yet rates did not increase, so the full approved Employer contribution amount was not utilized. While a 5% overall increase was budgeted for in the current FY budget, allowing for an increase of up to 7% to the premium/employer contribution is able to be accommodated in the budget as not all employees elect the employee+2 dependent level or elect vision insurance (which can also be paid for with any unused dental contribution). Please note that the actual dental insurance rates for 2024 will not be available until October or November, but management is requesting approval for the contribution to the Cafeteria Plan now for ease of administration. When rates are received, the actual contribution will be set at the 2024 dental premium as long as that level does not exceed 107% of the 2023 rate. AHA has traditionally paid the full cost of dental care, up to the full Employee+2 or more level premium, and this is consistent with that approach.

CEQA

Not applicable to this item.

RECOMMENDATION

Adopt the Resolution to Revise the Employer's Contributions for Eligible Employees' Health and Dental/Vision Care, to Provide a Cost of Living Adjustment for All Eligible Regular and Contract Employees and Adopt the Corresponding Pay Schedule and Salary Schedule.

ATTACHMENTS

1. Exhibit 1 Salary Schedule FY2024 - COLA 2.9% 08.16.2023
2. Exhibit 2 Salary Schedule FY2024 - COLA 2.9% 08.16.2023
3. Exhibit 3 Reso-Amend Wage Health Increase

Respectfully submitted,
Alicia Southern, Director of Human Resources and Operations

Housing Authority of the City of Alameda
 Salary Schedule
 FY 2023-2024

SCENARIO - 2.9% COST OF LIVING ADJUSTMENT - FISCAL YEAR 2024 PROPOSAL

FY 2024	2.900000%	102.9%																						
Salary Range	Monthly Salary Range					Biweekly Salary Range					Hourly Salary Range (40)					Hourly Salary Range (37.5)								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5				
1	4,234	4,447	4,669	4,902	5,147	1,954	2,052	2,155	2,263	2,375	24.43	25.66	26.94	28.28	29.69	26.06	27.37	28.73	30.17	31.67				
2	4,339	4,555	4,783	5,022	5,273	2,002	2,102	2,208	2,318	2,434	25.03	26.28	27.59	28.97	30.42	26.70	28.03	29.43	30.90	32.45				
3	4,447	4,669	4,902	5,147	5,405	2,052	2,155	2,263	2,375	2,495	25.66	26.94	28.28	29.69	31.18	27.37	28.73	30.17	31.67	33.26				
4	4,555	4,783	5,022	5,273	5,537	2,102	2,208	2,318	2,434	2,556	26.28	27.59	28.97	30.42	31.95	28.03	29.43	30.90	32.45	34.07				
5	4,669	4,902	5,147	5,405	5,675	2,155	2,263	2,375	2,495	2,619	26.94	28.28	29.69	31.18	32.74	28.73	30.17	31.67	33.26	34.92				
6	4,783	5,022	5,273	5,537	5,814	2,208	2,318	2,434	2,556	2,683	27.59	28.97	30.42	31.95	33.54	29.43	30.90	32.45	34.07	35.78				
7	4,902	5,147	5,405	5,675	5,959	2,263	2,375	2,495	2,619	2,750	28.28	29.69	31.18	32.74	34.38	30.17	31.67	33.26	34.92	36.67				
8	5,022	5,273	5,537	5,814	6,104	2,318	2,434	2,556	2,683	2,817	28.97	30.42	31.95	33.54	35.21	30.90	32.45	34.07	35.78	37.56				
9	5,147	5,405	5,675	5,959	6,257	2,375	2,495	2,619	2,750	2,888	29.69	31.18	32.74	34.38	36.10	31.67	33.26	34.92	36.67	38.50				
10	5,273	5,537	5,814	6,104	6,409	2,434	2,556	2,683	2,817	2,958	30.42	31.95	33.54	35.21	36.98	32.45	34.07	35.78	37.56	39.44				
11	5,405	5,675	5,959	6,257	6,569	2,495	2,619	2,750	2,888	3,032	31.18	32.74	34.38	36.10	37.90	33.26	34.92	36.67	38.50	40.42				
12	5,537	5,814	6,104	6,409	6,730	2,556	2,683	2,817	2,958	3,106	31.95	33.54	35.21	36.98	38.83	34.07	35.78	37.56	39.44	41.42				
13	5,675	5,959	6,257	6,569	6,898	2,619	2,750	2,888	3,032	3,184	32.74	34.38	36.10	37.90	39.80	34.92	36.67	38.50	40.42	42.45				
14	5,814	6,104	6,409	6,730	7,066	2,683	2,817	2,958	3,106	3,261	33.54	35.21	36.98	38.83	40.77	35.78	37.56	39.44	41.42	43.48				
15	5,959	6,257	6,569	6,898	7,243	2,750	2,888	3,032	3,184	3,343	34.38	36.10	37.90	39.80	41.78	36.67	38.50	40.42	42.45	44.57				
16	6,104	6,409	6,730	7,066	7,419	2,817	2,958	3,106	3,261	3,424	35.21	36.98	38.83	40.77	42.80	37.56	39.44	41.42	43.48	45.66				
17	6,257	6,569	6,898	7,243	7,605	2,888	3,032	3,184	3,343	3,510	36.10	37.90	39.80	41.78	43.88	38.50	40.42	42.45	44.57	46.80				
18	6,409	6,730	7,066	7,419	7,791	2,958	3,106	3,261	3,424	3,596	36.98	38.83	40.77	42.80	44.95	39.44	41.42	43.48	45.66	47.95				
19	6,569	6,898	7,243	7,605	7,986	3,032	3,184	3,343	3,510	3,686	37.90	39.80	41.78	43.88	46.07	40.42	42.45	44.57	46.80	49.14				
20	6,730	7,066	7,419	7,791	8,180	3,106	3,261	3,424	3,596	3,775	38.83	40.77	42.80	44.95	47.19	41.42	43.48	45.66	47.95	50.34				
21	6,898	7,243	7,605	7,986	8,384	3,184	3,343	3,510	3,686	3,870	39.80	41.78	43.88	46.07	48.37	42.45	44.57	46.80	49.14	51.60				
22	7,066	7,419	7,791	8,180	8,590	3,261	3,424	3,596	3,775	3,964	40.77	42.80	44.95	47.19	49.56	43.48	45.66	47.95	50.34	52.86				
23	7,243	7,605	7,986	8,384	8,804	3,343	3,510	3,686	3,870	4,063	41.78	43.88	46.07	48.37	50.79	44.57	46.80	49.14	51.60	54.18				
24	7,419	7,791	8,180	8,590	9,019	3,424	3,596	3,775	3,964	4,163	42.80	44.95	47.19	49.56	52.03	45.66	47.95	50.34	52.86	55.50				
25	7,605	7,986	8,384	8,804	9,244	3,510	3,686	3,870	4,063	4,266	43.88	46.07	48.37	50.79	53.33	46.80	49.14	51.60	54.18	56.89				
26	7,791	8,180	8,590	9,019	9,470	3,596	3,775	3,964	4,163	4,371	44.95	47.19	49.56	52.03	54.64	47.95	50.34	52.86	55.50	58.28				
27	7,986	8,384	8,804	9,244	9,706	3,686	3,870	4,063	4,266	4,480	46.07	48.37	50.79	53.33	56.00	49.14	51.60	54.18	56.89	59.73				
28	8,180	8,590	9,019	9,470	9,942	3,775	3,964	4,163	4,371	4,589	47.19	49.56	52.03	54.64	57.36	50.34	52.86	55.50	58.28	61.18				
29	8,384	8,804	9,244	9,706	10,191	3,870	4,063	4,266	4,480	4,704	48.37	50.79	53.33	56.00	58.79	51.60	54.18	56.89	59.73	62.71				
30	8,590	9,019	9,470	9,942	10,440	3,964	4,163	4,371	4,589	4,818	49.56	52.03	54.64	57.36	60.23	52.86	55.50	58.28	61.18	64.24				
31	8,804	9,244	9,706	10,191	10,701	4,063	4,266	4,480	4,704	4,939	50.79	53.33	56.00	58.79	61.73	54.18	56.89	59.73	62.71	65.85				
32	9,019	9,470	9,942	10,440	10,962	4,163	4,371	4,589	4,818	5,059	52.03	54.64	57.36	60.23	63.24	55.50	58.28	61.18	64.24	67.46				
33	9,244	9,706	10,191	10,701	11,237	4,266	4,480	4,704	4,939	5,186	53.33	56.00	58.79	61.73	64.83	56.89	59.73	62.71	65.85	69.15				
34	9,470	9,942	10,440	10,962	11,510	4,371	4,589	4,818	5,059	5,312	54.64	57.36	60.23	63.24	66.41	58.28	61.18	64.24	67.46	70.83				
35	9,706	10,191	10,701	11,237	11,798	4,480	4,704	4,939	5,186	5,445	56.00	58.79	61.73	64.83	68.06	59.73	62.71	65.85	69.15	72.60				
36	9,942	10,440	10,962	11,510	12,085	4,589	4,818	5,059	5,312	5,578	57.36	60.23	63.24	66.41	69.72	61.18	64.24	67.46	70.83	74.37				
37	10,191	10,701	11,237	11,798	12,388	4,704	4,939	5,186	5,445	5,718	58.79	61.73	64.83	68.06	71.47	62.71	65.85	69.15	72.60	76.23				
38	10,440	10,962	11,510	12,085	12,689	4,818	5,059	5,312	5,578	5,857	60.23	63.24	66.41	69.72	73.21	64.24	67.46	70.83	74.37	78.09				
39	10,701	11,237	11,798	12,388	13,008	4,939	5,186	5,445	5,718	6,003	61.73	64.83	68.06	71.47	75.04	65.85	69.15	72.60	76.23	80.05				
40	10,962	11,510	12,085	12,689	13,324	5,059	5,312	5,578	5,857	6,150	63.24	66.41	69.72	73.21	76.87	67.46	70.83	74.37	78.09	81.99				
41	11,237	11,798	12,388	13,008	13,657	5,186	5,445	5,718	6,003	6,303	64.83	68.06	71.47	75.04	78.79	69.15	72.60	76.23	80.05	84.05				
42	11,510	12,085	12,689	13,324	13,991	5,312	5,578	5,857	6,150	6,457	66.41	69.72	73.21	76.87	80.72	70.83	74.37	78.09	81.99	86.10				
43	11,798	12,388	13,008	13,657	14,341	5,445	5,718	6,003	6,303	6,619	68.06	71.47	75.04	78.79	82.74	72.60	76.23	80.05	84.05	88.25				
44	12,085	12,689	13,324	13,991	14,691	5,578	5,857	6,150	6,457	6,780	69.72	73.21	76.87	80.72	84.75	74.37	78.09	81.99	86.10	90.40				
45	12,388	13,008	13,657	14,341	15,057	5,718	6,003	6,303	6,619	6,950	71.47	75.04	78.79	82.74	86.87	76.23	80.05	84.05	88.25	92.66				
46	12,689	13,324	13,991	14,691	15,425	5,857	6,150	6,457	6,780	7,119	73.21	76.87	80.72	84.75	88.99	78.09	81.99	86.10	90.40	94.93				
47	13,008	13,657	14,341	15,057	15,810	6,003	6,303	6,619	6,950	7,297	75.04	78.79	82.74	86.87	91.21	80.05	84.05	88.25	92.66	97.29				
48	13,324	13,991	14,691	15,425	16,196	6,150	6,457	6,780	7,119	7,475	76.87	80.72	84.75	88.99	93.44	81.99	86.10	90.40	94.93	99.67				
49	13,657	14,341	15,057	15,810	16,602	6,303	6,619	6,950	7,297	7,662	78.79	82.74	86.87	91.21	95.78	84.05	88.25	92.66	97.29	102.16				
50	13,991	14,691	15,425	16,196	17,006	6,457	6,780	7,119	7,475	7,849	80.72	84.75	88.99	93.44	98.11	86.10	90.40	94.93	99.67	104.65				
51	14,341	15,057	15,810	16,602	17,431	6,619	6,950	7,297	7,662	8,045	82.74	86.87	91.21	95.78	100.56	88.25	92.66	97.29	102.16	107.27				
52	14,691	15,425	16,196	17,006	17,856	6,780	7,119	7,475	7,849	8,241	84.75	88.99	93.44	98.11	103.01	90.40	94.93	99.67	104.65	109.88				
53	15,057	15,810	16,602	17,431	18,303	6,950	7,297	7,662	8,045	8,448	86.87	91.21	95.78	100.56	105.59	92.66	97.29	102.16	107.27	112.63				
54	15,425	16,196	17,006	17,856	18,749	7,119	7,475	7,849	8,241	8,653	88.99	93.44	98.11	103.01	108.17	94.93	99.67	104.65	109.88	115.38				
55	15,810	16,602	17,431	18,303	19,218	7,297	7,662	8,045	8,448	8,870	91.21	95.78	100.56	105.59	110.87	97.29	102.16	107.27	112.63	118.27				
56	16,196	17,006	17,856	18,749	19,686	7,475	7,849	8,241	8,65															

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
PAY SCHEDULE FY 2023-2024, Eff. August 27, 2023 with 2.9% COLA**

PositionTitle	Salary Range	Effective Date	MONTHLY SALARY				
			Step 1	Step 2	Step 3	Step 4	Step 5
Housing Assistant	10	8/28/2022	\$ 5,273	\$ 5,537	\$ 5,814	\$ 6,104	\$ 6,409
Program Assistant	15	10/23/2022	\$ 5,959	\$ 6,257	\$ 6,569	\$ 6,898	\$ 7,243
Maintenance Technician I****	16	8/28/2022	\$ 6,104	\$ 6,409	\$ 6,730	\$ 7,066	\$ 7,419
Housing Specialist I	19	10/23/2022	\$ 6,569	\$ 6,898	\$ 7,243	\$ 7,605	\$ 7,986
Accounting Specialist I	19	10/23/2022	\$ 6,569	\$ 6,898	\$ 7,243	\$ 7,605	\$ 7,986
Maintenance Technician II****	22	8/28/2022	\$ 7,066	\$ 7,419	\$ 7,791	\$ 8,180	\$ 8,590
Housing Specialist II	23	10/23/2022	\$ 7,243	\$ 7,605	\$ 7,986	\$ 8,384	\$ 8,804
Accounting Specialist II	23	10/23/2022	\$ 7,243	\$ 7,605	\$ 7,986	\$ 8,384	\$ 8,804
Housing Development Specialist	23	12/16/2022	\$ 7,243	\$ 7,605	\$ 7,986	\$ 8,384	\$ 8,804
Asset Management Specialist	23	3/15/2023	\$ 7,243	\$ 7,605	\$ 7,986	\$ 8,384	\$ 8,804
Executive Assistant	26	10/23/2022	\$ 7,791	\$ 8,180	\$ 8,590	\$ 9,019	\$ 9,470
Housing Specialist III	27	10/23/2022	\$ 7,986	\$ 8,384	\$ 8,804	\$ 9,244	\$ 9,706
Associate Project Manager (prior title Assistant Project Manager)	31	10/23/2022	\$ 8,804	\$ 9,244	\$ 9,706	\$ 10,191	\$ 10,701
Associate Asset Manager (prior title Assistant Asset Manager)	31	10/23/2022	\$ 8,804	\$ 9,244	\$ 9,706	\$ 10,191	\$ 10,701
Property Management Supervisor	33	8/28/2022	\$ 9,244	\$ 9,706	\$ 10,191	\$ 10,701	\$ 11,237
Housing Programs Supervisor	33	8/28/2022	\$ 9,244	\$ 9,706	\$ 10,191	\$ 10,701	\$ 11,237
Management Analyst	33	8/28/2022	\$ 9,244	\$ 9,706	\$ 10,191	\$ 10,701	\$ 11,237
Development Accounting Officer	33	3/15/2023	\$ 9,244	\$ 9,706	\$ 10,191	\$ 10,701	\$ 11,237
Asset Manager	36	3/15/2023	\$ 9,942	\$ 10,440	\$ 10,962	\$ 11,510	\$ 12,085
Project Manager	36	10/23/2022	\$ 9,942	\$ 10,440	\$ 10,962	\$ 11,510	\$ 12,085
Construction Project Manager	36	10/23/2022	\$ 9,942	\$ 10,440	\$ 10,962	\$ 11,510	\$ 12,085
Administrative Manager	45	10/23/2022	\$ 12,388	\$ 13,008	\$ 13,657	\$ 14,341	\$ 15,057
Community Relations Manager	45	10/23/2022	\$ 12,388	\$ 13,008	\$ 13,657	\$ 14,341	\$ 15,057
Human Resources Manager	45	10/23/2022	\$ 12,388	\$ 13,008	\$ 13,657	\$ 14,341	\$ 15,057
Risk Control Manager	45	10/23/2022	\$ 12,388	\$ 13,008	\$ 13,657	\$ 14,341	\$ 15,057
Senior Project Manager	45	10/23/2022	\$ 12,388	\$ 13,008	\$ 13,657	\$ 14,341	\$ 15,057
Senior Management Analyst	45	10/23/2022	\$ 12,388	\$ 13,008	\$ 13,657	\$ 14,341	\$ 15,057
Assistant Director of Housing Programs	46	3/15/2023	\$ 12,689	\$ 13,324	\$ 13,991	\$ 14,691	\$ 15,425
Assistant Director of Finance	46	3/15/2023	\$ 12,689	\$ 13,324	\$ 13,991	\$ 14,691	\$ 15,425
Assistant Director of Administrative Services	46	3/15/2023	\$ 12,689	\$ 13,324	\$ 13,991	\$ 14,691	\$ 15,425
Assistant Director of Housing Development	46	3/15/2023	\$ 12,689	\$ 13,324	\$ 13,991	\$ 14,691	\$ 15,425
Principal Management Analyst	49	10/23/2022	\$ 13,657	\$ 14,341	\$ 15,057	\$ 15,810	\$ 16,602
Director of Housing Programs	54	7/30/2023	\$ 15,425	\$ 16,196	\$ 17,006	\$ 17,856	\$ 18,749
Director of Portfolio Management (aka Property Operations)	54	7/30/2023	\$ 15,425	\$ 16,196	\$ 17,006	\$ 17,856	\$ 18,749
Director of Data and Policy	54	7/30/2023	\$ 15,425	\$ 16,196	\$ 17,006	\$ 17,856	\$ 18,749
Director of Administrative Services	54	7/30/2023	\$ 15,425	\$ 16,196	\$ 17,006	\$ 17,856	\$ 18,749
Director of Asset Management	56	7/30/2023	\$ 16,196	\$ 17,006	\$ 17,856	\$ 18,749	\$ 19,686
Director of Human Resources	56	7/30/2023	\$ 16,196	\$ 17,006	\$ 17,856	\$ 18,749	\$ 19,686
Director of Housing Development	60	7/30/2023	\$ 17,856	\$ 18,749	\$ 19,686	\$ 20,671	\$ 21,704
Director of Finance/Chief Financial Officer	60	7/30/2023	\$ 17,856	\$ 18,749	\$ 19,686	\$ 20,671	\$ 21,704
Deputy Executive Director	65	7/30/2023	\$ 20,178	\$ 21,187	\$ 22,246	\$ 23,359	\$ 24,527
Executive Director**	N/A	8/27/2023	\$ 29,438	\$ 30,910			

**Salary authorized by Board of Commissioners per Employment Agreement

****Indicates classification with 40 hour work week; other positions are based on 37-1/2 hour work week

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

TO REVISE THE EMPLOYER CONTRIBUTION FOR
HOUSING AUTHORITY EMPLOYEES' HEALTH CARE BENEFIT
EFFECTIVE JANUARY 1, 2024, AND
THE EMPLOYER CONTRIBUTION FOR EMPLOYEES' DENTAL/VISION BENEFIT
EFFECTIVE JANUARY 1, 2024, AND
PROVIDE A COST OF LIVING WAGE INCREASE EFFECTIVE AUGUST 27, 2023,
AND
ADOPT THE CORRESPONDING PAY AND SALARY SCHEDULES

WHEREAS, the Housing Authority of the City of Alameda desires to establish a benefits package for all employees that will attract and retain competent staff; and

WHEREAS, it is the intent of the Housing Authority to continue to provide the PEMHCA minimum contribution to employees and retirees for health care, with additional contributions for active employees contributed to the Agency Cafeteria Plan; and

WHEREAS, the Consumer Price Index for San Francisco Bay Area has increased by 2.9 percent; and

WHEREAS, the AHA budget for 2023-2024 included a 4.0% cost of living adjustment;

NOW, THEREFORE, BE IT RESOLVED, that effective January 1, 2024, the Housing Authority will contribute a monthly dollar amount towards employees' health care as follows:

For all enrolled employees and annuitants: The 2024 PEMHCA minimum contribution of \$157.00.

In addition to the PEMHCA statutory minimum contribution, the Housing Authority will contribute the following amounts to the Agency Cafeteria Plan:

General, management and confidential employees receive the following contributions, which are designated as health flex contributions, no portion of which may be taken in cash or directed to other non-health benefits:

A flat amount based on the Employee+2 or more dependents level of coverage with the maximum Employer contribution to the Cafeteria Plan set at \$2,607.75.

Employees with proof of Alternative Group Health Coverage may opt out and receive cash back in the amount of \$230 per month. Employees eligible for any cash-in-lieu benefit, must provide the following in order to receive the cash-in-lieu: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not

obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and AHA will not in fact make payment if the employer knows that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that effective January 1, 2024, the Housing Authority will contribute a maximum monthly dollar amount to the Agency Cafeteria Plan for general, management and confidential employees of:

A Flat amount of up to \$257.96 regardless of dependent enrollment status for dental and/or vision insurance, or the actual 2024 dental premium for Employee+2 or more dependents coverage, whichever is less.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that effective August 27, 2023, all Housing Authority regular employees (positions) and eligible contracted employees (positions) will receive 2.9 percent wage increase as outlined on the attached pay and salary schedules.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that on August 16, 2023, the Housing Authority will adopt the revised Pay Schedule and Salary Schedule, both effective August 27, 2023 that incorporate the COLA increase above.

ATTEST:

Vanessa M. Cooper
Secretary

Carly Grob, Chair
Board of Commissioners



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: August 16, 2023

Re: Accept the 2022-23 Customer Satisfaction Survey.

BACKGROUND

Since 1993, the Housing Authority of the City of Alameda (AHA) has conducted an annual survey to measure customer satisfaction. The survey questionnaire has been revised over the years to best meet this goal. During the period of January 2022 through March 2023, AHA conducted its 2022-23 survey.

DISCUSSION

See the attached presentation and supporting documents for the results of the 2022-23 annual customer survey.

FISCAL IMPACT

For information only and there is no financial impact.

CEQA

Not applicable

RECOMMENDATION

Accept the 2022-23 Customer Satisfaction Survey.

ATTACHMENTS

1. HCV Questionnaire -2022-23 Survey
2. Landlord Questionnaire -2022-23 Survey
3. PM Questionnaire -2022-23 Survey
4. 2022-23 Survey__Presentation Deck
5. 2022-23 Survey Presentation

Respectfully submitted,
Joshua Altieri



Joshua Altieri, Community Relations Manager



2022-23 Customer Survey

Dear Housing Authority Customer,

Because we want to provide the best possible service to our customers, we would appreciate your comments about the service you have received over the last 12 months. Please take a few minutes to tell us how well we did our job by checking the box that best matches the service you received. You can submit this survey via mail, fax, email, or online form (see below), Or bring it by the Housing Authority and put it in our drop box at 701 Atlantic Avenue. Please submit only one completed survey by Tuesday, April 11th, 2023. Thank you for your help!

PLEASE CHECK THE BOX THAT BEST DESCRIBES YOUR EXPERIENCE:

	Greatly Exceeds	Exceeds	Meets	Does Not Meet	Severely Fails
1. Overall, how would you rate the quality of service you received?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Overall, how would you rate the responsiveness of staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. How would you rate the ability to reach the staff person that you want?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. How would you rate the time in which phone calls were returned?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. How would you rate staff's politeness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. How would you rate staff's ability to answer your questions about housing programs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The following are a few questions about your use of the Internet.

7. Do you have access to the Internet from home or work? YES NO
8. Do you have access to the Internet on a mobile device such as an iPhone or tablet? YES NO
9. Have you ever accessed the Internet from the Library or the Mastick Senior Center? YES NO
10. Have you ever visited the Housing Authority's website at www.alamedahsg.org? YES NO
11. Would you find it helpful to have additional information or forms available on the Housing Authority's website? Please use back of form for suggestions. YES NO
12. Please include any additional comments. You may use reverse side of this form to provide feedback.

The following are a few additional questions related to the recent health crisis:

- A. If there are K-12 children in the household, do they have access to the internet for education activities? YES NO N/A
- B. Is getting enough food in your household a problem? YES NO
- C. Is your household accessing local food resources, such as the Alameda Food Bank? YES NO

PLEASE SUBMIT A COMPLETED SURVEY BY TUESDAY, APRIL 11, 2023

5 DIFFERENT WAYS TO SEND US ONE COMPLETED SURVEY:

- (1) **PLACE IN AHA DROP BOX** AT 701 Atlantic Avenue, Alameda, CA 94501
 (2) **MAIL TO** 701 Atlantic Avenue, Alameda, CA 94501 (Attention: Ombudsman)
 (3) **FAX TO** (510) 922-0746 (Attention: Ombudsman)
 (4) **EMAIL TO** ombudsman@alamedahsg.org
 (5) **ONLINE FORM:** <https://www.surveymonkey.com/r/RP9QZD7>





2022-23 LANDLORD SURVEY

Dear Housing Authority Landlord:

Because we want to provide the best possible service to our customers, we would appreciate your comments about the service you have received over the last 12 months. Please take a few minutes to tell us how well we did our job by checking the box that best matches the service you received. You can submit this survey via mail, fax, email, or online form (see below), Or bring it by the Housing Authority and put it in our drop box at 701 Atlantic Avenue. Please submit only one completed survey by Tuesday, April 11th, 2023. Thank you for your help!

PLEASE CHECK THE BOX THAT BEST DESCRIBES YOUR EXPERIENCE:

	Greatly Exceeds	Exceeds	Meets	Does Not Meet	Severely Fails
1. Overall, how would you rate the quality of service you received?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Overall, how would you rate the responsiveness of staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. How would you rate the ability to reach the staff person that you want?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. How would you rate the time in which phone calls were returned?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. How would you rate staff's politeness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. How would you rate staff's ability to answer your questions about housing programs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Please include any additional comments. You may use back of form or include other sheets.					

The following are a few questions about your use of the Internet.

- A. Do you have access to the Internet from home or work? YES NO
- B. Do you have access to the Internet on a mobile device such as an iPhone or tablet? YES NO
- C. Have you ever accessed the Internet from the Library or the Mastick Senior Center? YES NO
- D. Have you ever visited the Housing Authority's website at www.alamedahsg.org? YES NO
- E. Would you find it helpful to have additional information or forms available on the Housing Authority's website? Please use back of form for details. YES NO
- F. Have you ever accessed the Rent Café landlord portal? If not, please go to www.alamedahsg.org for more information. YES NO

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2022-23 Customer Survey

Dear Housing Authority Customer:

Because we want to provide the best possible service to our customers, we would appreciate your comments about the service you have received over the last 12 months. Please take a few minutes to tell us how well we did our job by checking the box that best matches the service you received. You can submit this survey via mail, fax, email, or online form (see below). Or bring it by the Housing Authority and put it in our drop box at 701 Atlantic Avenue. Please submit only one completed survey by Tuesday, April 11th, 2023. Thank you for your help!

PLEASE CHECK THE BOX THAT BEST DESCRIBES YOUR EXPERIENCE:

	Greatly Exceeds	Exceeds	Meets	Does Not Meet	Severely Fails
1. Overall, how would you rate the quality of service you received?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Overall, how would you rate the responsiveness of staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. How would you rate the ability to reach the staff person that you want?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. How would you rate the time in which phone calls were returned?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. How would you rate staff's politeness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. How would you rate staff's ability to answer your questions about housing programs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. How would you rate the appearance of your apartment <u>complex</u> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. How would you rate the maintenance of your apartment <u>complex</u> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. How would you rate the maintenance of your <u>apartment</u> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. How would you rate your feeling of safety when in your <u>apartment</u> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. How would you rate your feeling of safety when in the common areas of your apartment <u>complex</u> ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The following are a few questions about your use of the Internet.

12. Do you have access to the Internet from home or work? YES NO
13. Do you have access to the Internet on a mobile device such as an iPhone or tablet? YES NO
14. Have you ever accessed the Internet at Alameda Library or Mastick Senior Center? YES NO
15. Have you ever visited the Housing Authority's website at www.alamedahsg.org? YES NO
16. Would you find it helpful to have additional information or forms available on the Housing Authority's website? Please use back of form for details. YES NO
17. Please include any additional comments. You may use back of form or include other sheets.





The following are a few additional questions related to the recent health crisis:

- A. If there are K-12 children in the household, do they have access to the internet for education activities? YES NO N/A
- B. Is getting enough food in your household a problem? YES NO
- C. Is your household accessing food resources, such as the Alameda Food Bank? YES NO

PLEASE SUBMIT A COMPLETED SURVEY BY TUESDAY, APRIL 11, 2023

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Housing Authority
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City of Alameda

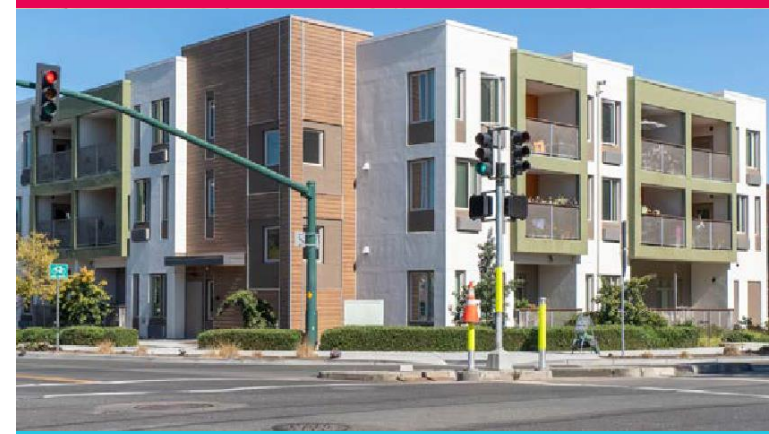
Customer Satisfaction Survey

2022-23 PRESENTATION

AT A GLANCE

The Annual Survey

- Survey conducted since 1993
- Standardized format for the last 11 surveys
- Categories: Tenants, Landlords, and Program Participants
- Randomized Sample Sizes:
 - 100% of all Tenants
 - 33% of all Landlords
 - 33% of all Program Participants
- Customized survey for each category



SURVEY DIMENSIONS

THREE DIFFERENT QUESTIONNAIRES

Landlords Only

- Rent Café portal question

Tenants Only

- 5 property feedback questions

Program Participants and Tenants

- 3 health crisis questions

All Surveys

- 6 customer service questions
- 5 technology usage questions
- Prompt for additional comments

- Tenant version: 19 questions, IT comment prompt and general comment prompt.
- Landlord version: 12 questions, IT comment prompt and general comment prompt.
- Program Participant version: 14 questions, IT comment prompt and general comment prompt.

Changes since last Survey

- AHA launched new website in September 2022
- AHA switched property management companies from John Stewart Company to FPI Management
- AHA opened Rosefield Village in Summer 2022
- AHA increased direct contact between staff and tenants as COVID restrictions ended
- AHA increased property site based social services and programming for families and seniors

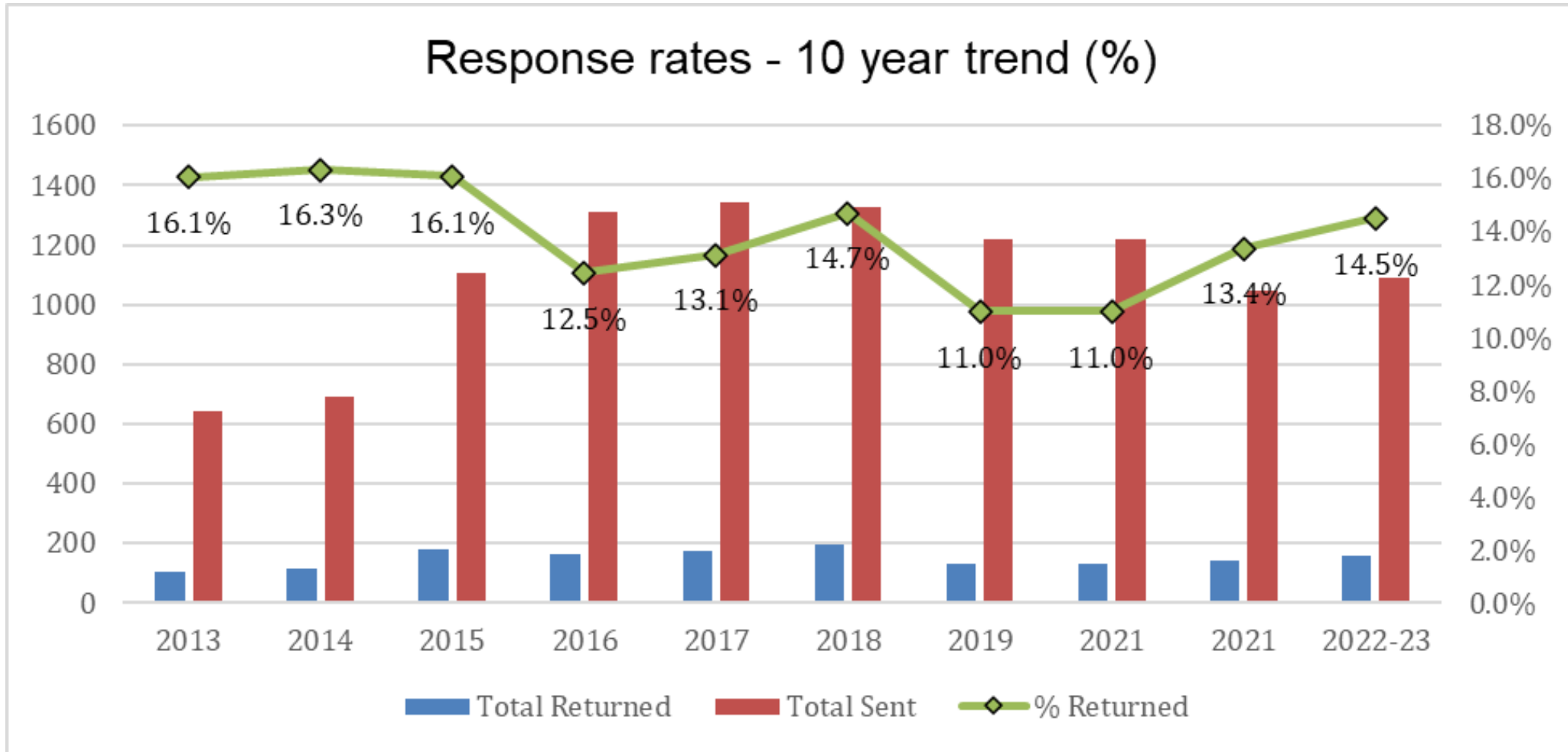


2022-2023 Survey Results

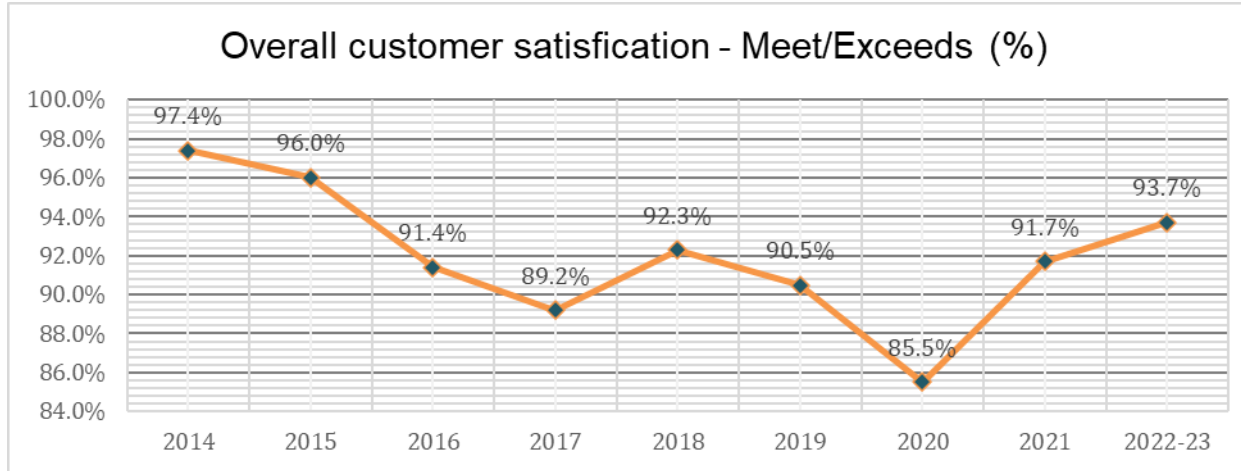
This survey reflects the special circumstances, both internal and external, that significantly impacted AHA:

- New property management partner, FPI Management
- Effective adaptation to COVID by AHA staff, partners, landlords, participants, and tenants
- Utilization of technology by specific survey groups
- Measuring food insecurity and access to food resources

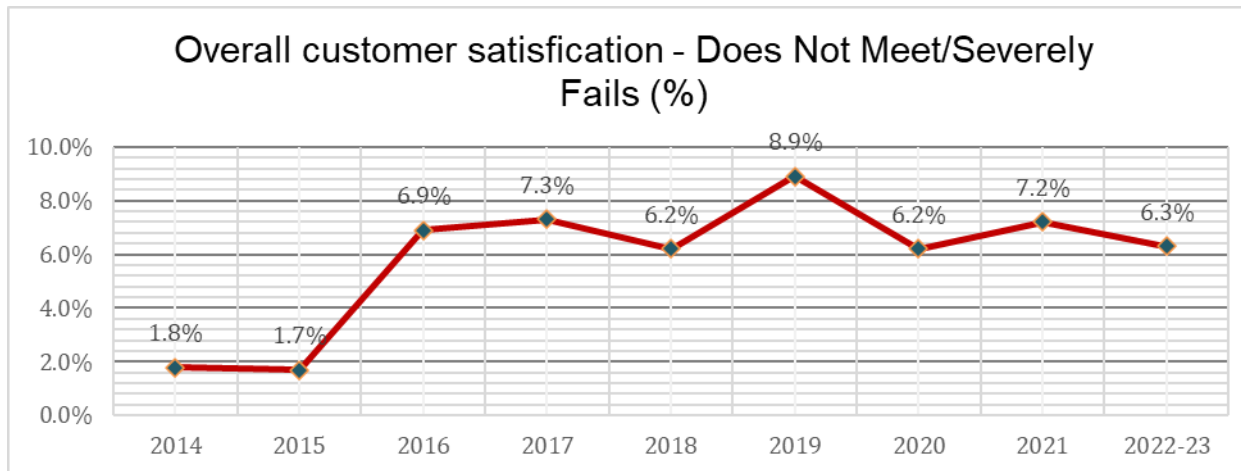
Survey Response Rates



Overall Customer Satisfaction



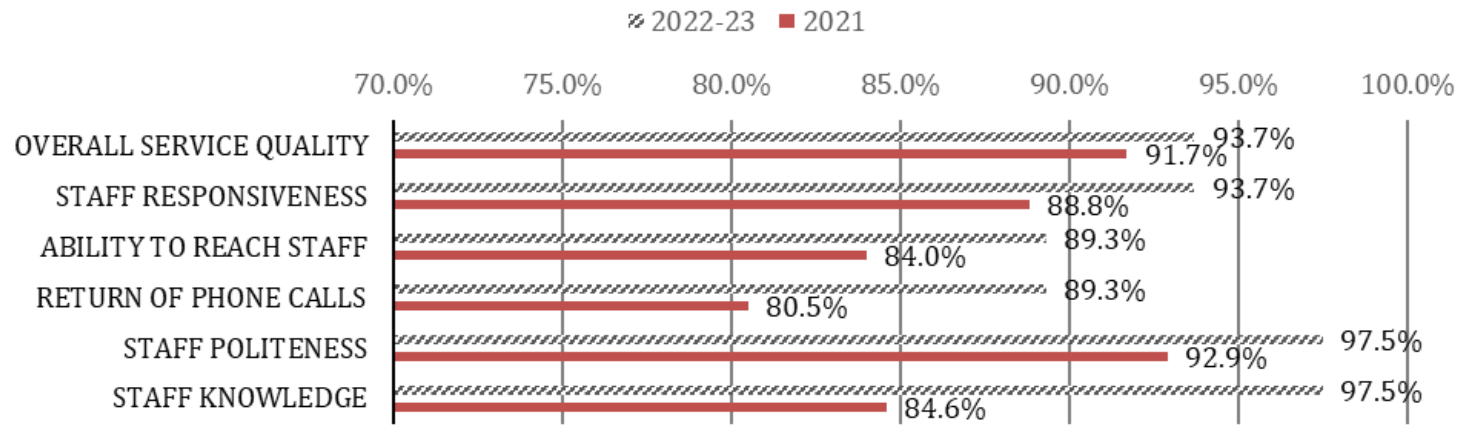
- 2% Increase in "Meet/Exceeds" responses year-to-year, to 93.7%



- .9% Decrease in "Does Not Meet/Severely Fails" responses year-to-year, to 6.3%

Customer Service Dimensions

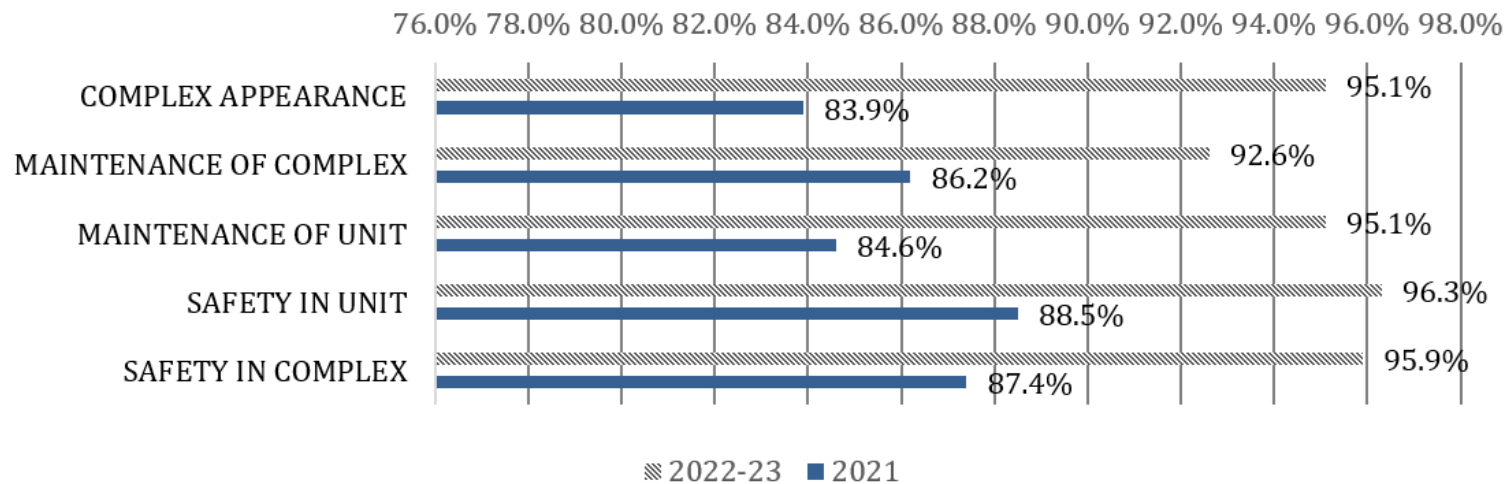
Overall customer service - year to year comparison - Meets and Exceeds Responses (%)



- 4.6% Increase in "Meet/Exceeds" on staff politeness ratings year-to-year
- 12.9% Increase in "Meet/Exceeds" on staff knowledge ratings year-to-year

Property Management Dimensions

Feedback from tenants - year to year comparison
Meets and Exceeds Responses (%)

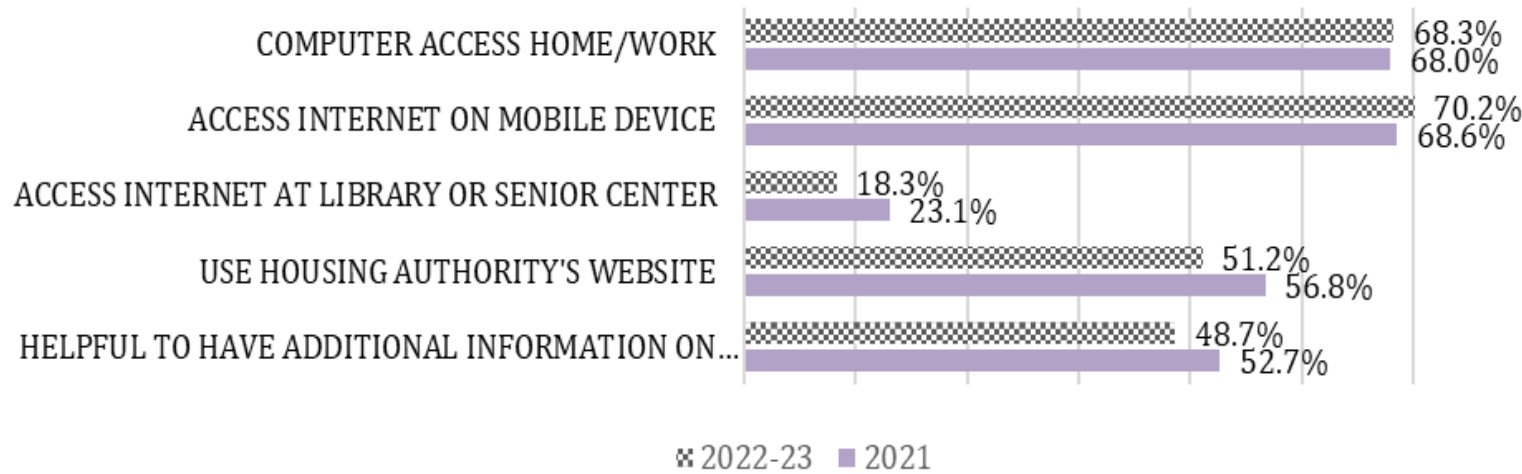


- 11.2% Increase in "Meet/Exceeds" on complex appearance ratings year-to-year
- 10.5% Increase in "Meet/Exceeds" on maintenance of unit ratings year-to-year

Technology Usage

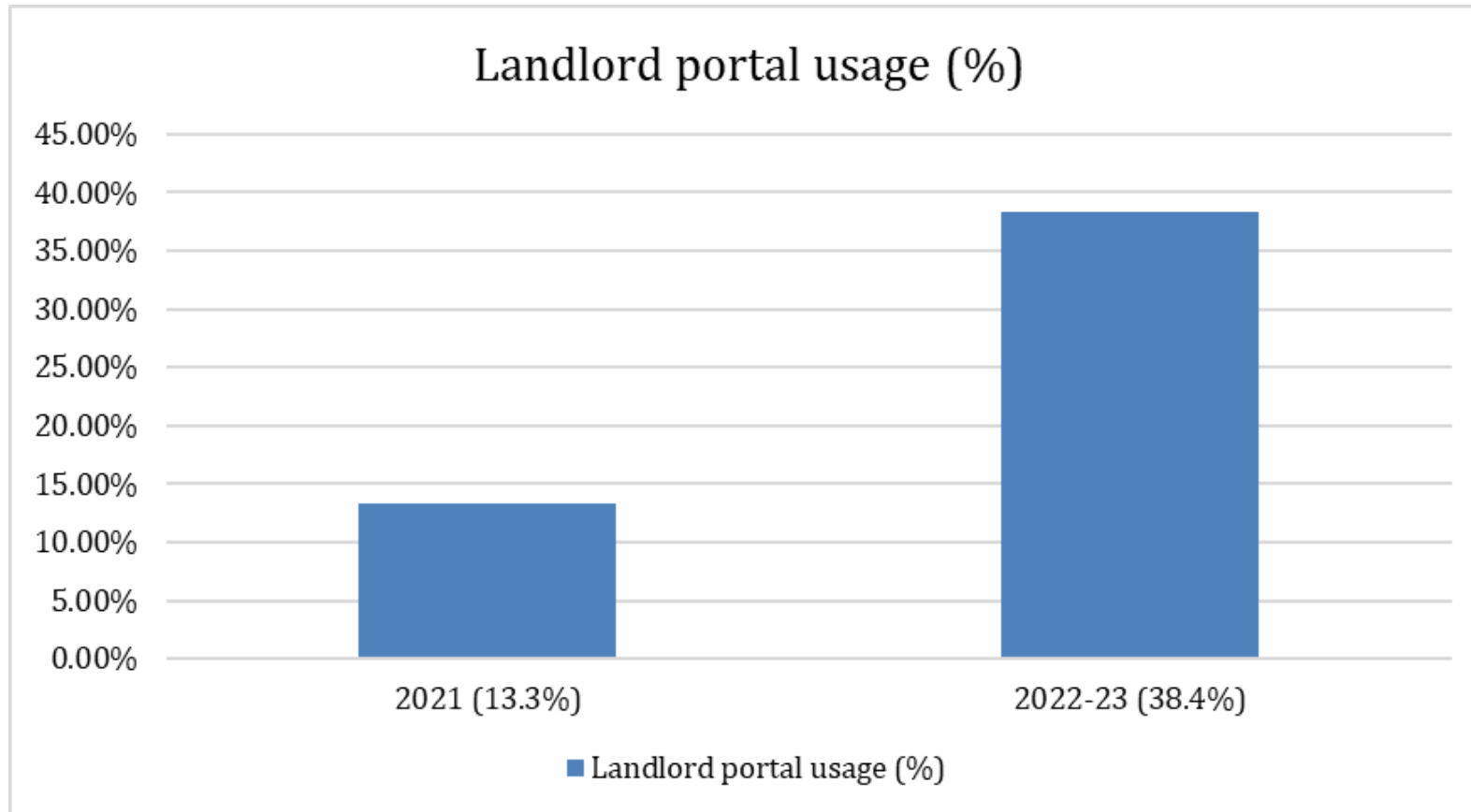
Technology access - year to year comparison

10.0% 20.0% 30.0% 40.0% 50.0% 60.0% 70.0% 80.0%



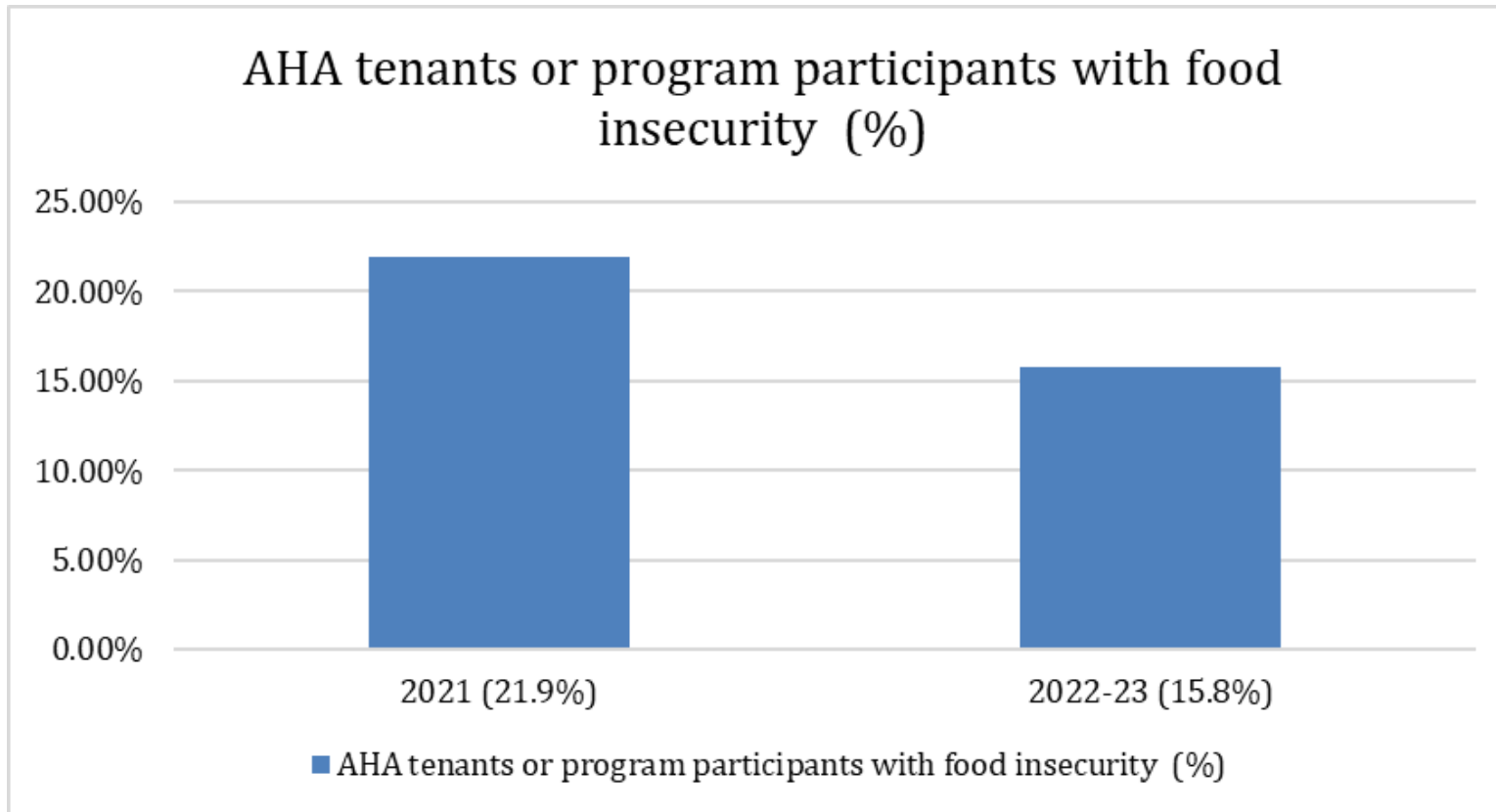
- 5.6% decrease in need to see more info on AHA website year-to-year. Due to AHA launching new robust website in 2022
- Technology usage stays consistent among previous year

Landlord Portal Usage



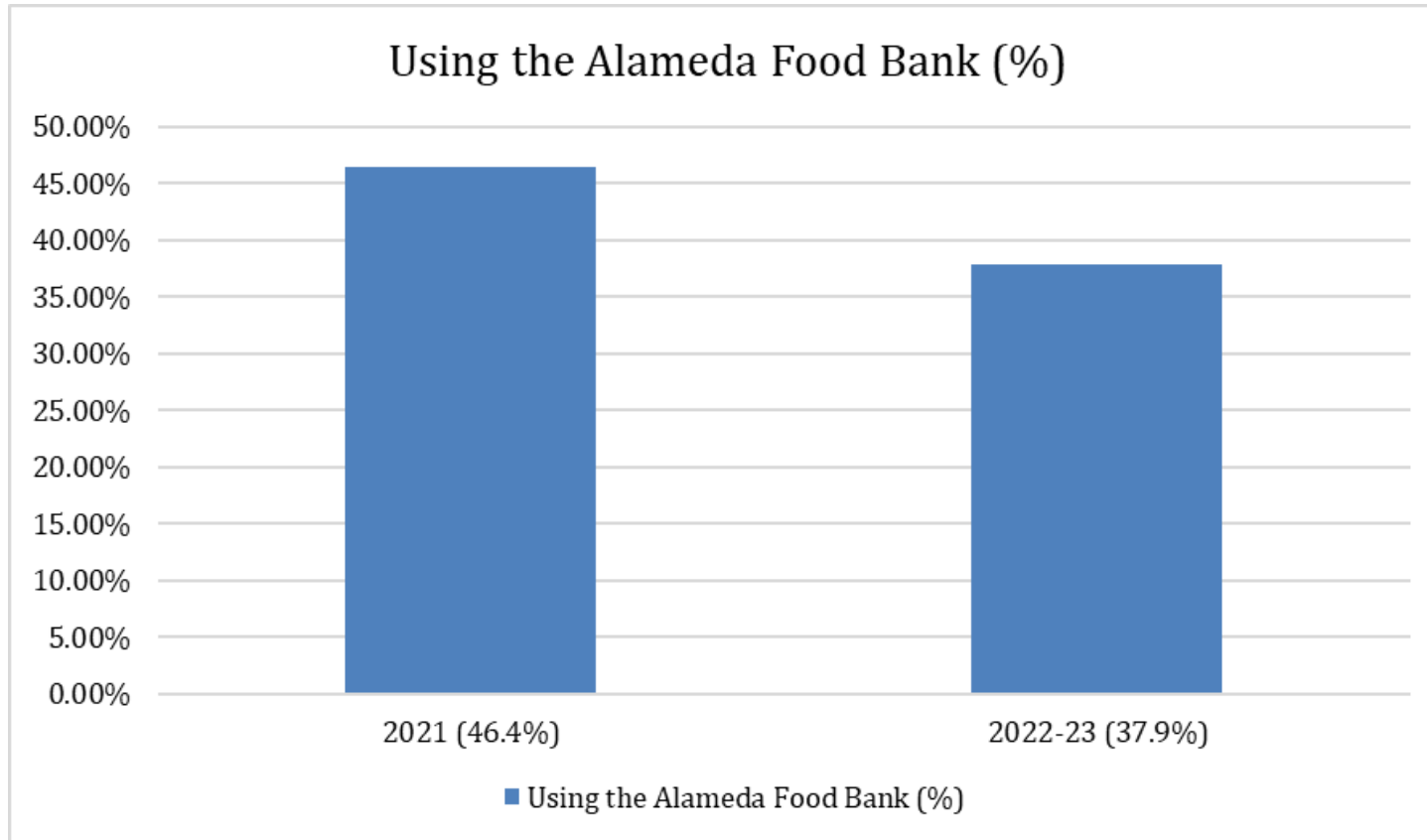
- 25.1% increase in landlord portal usage year-to-year

Food Insecurity



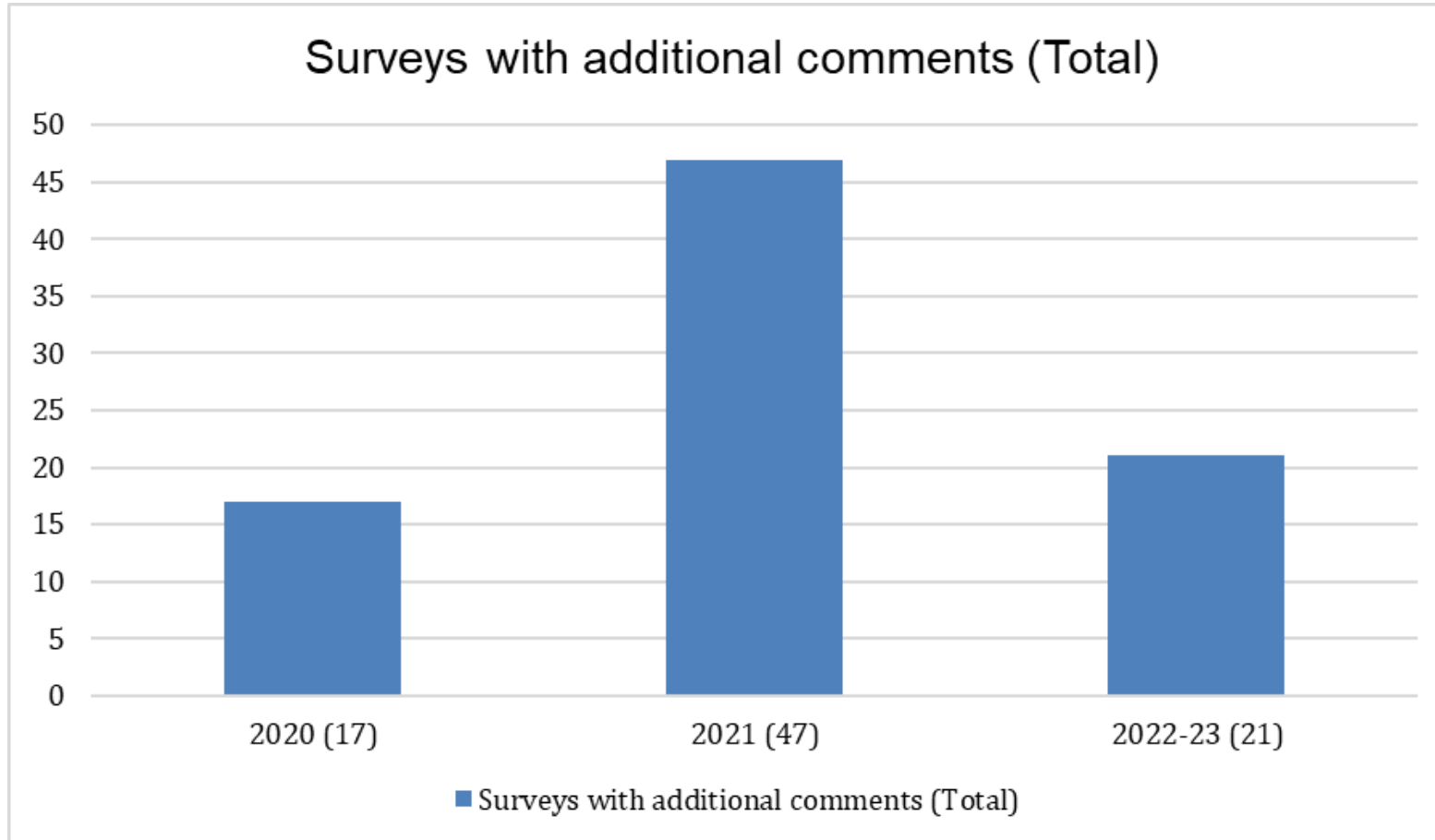
- 6.1% decrease in food insecurity for AHA participants and AHA tenants year-to-year

Access to Food Resources



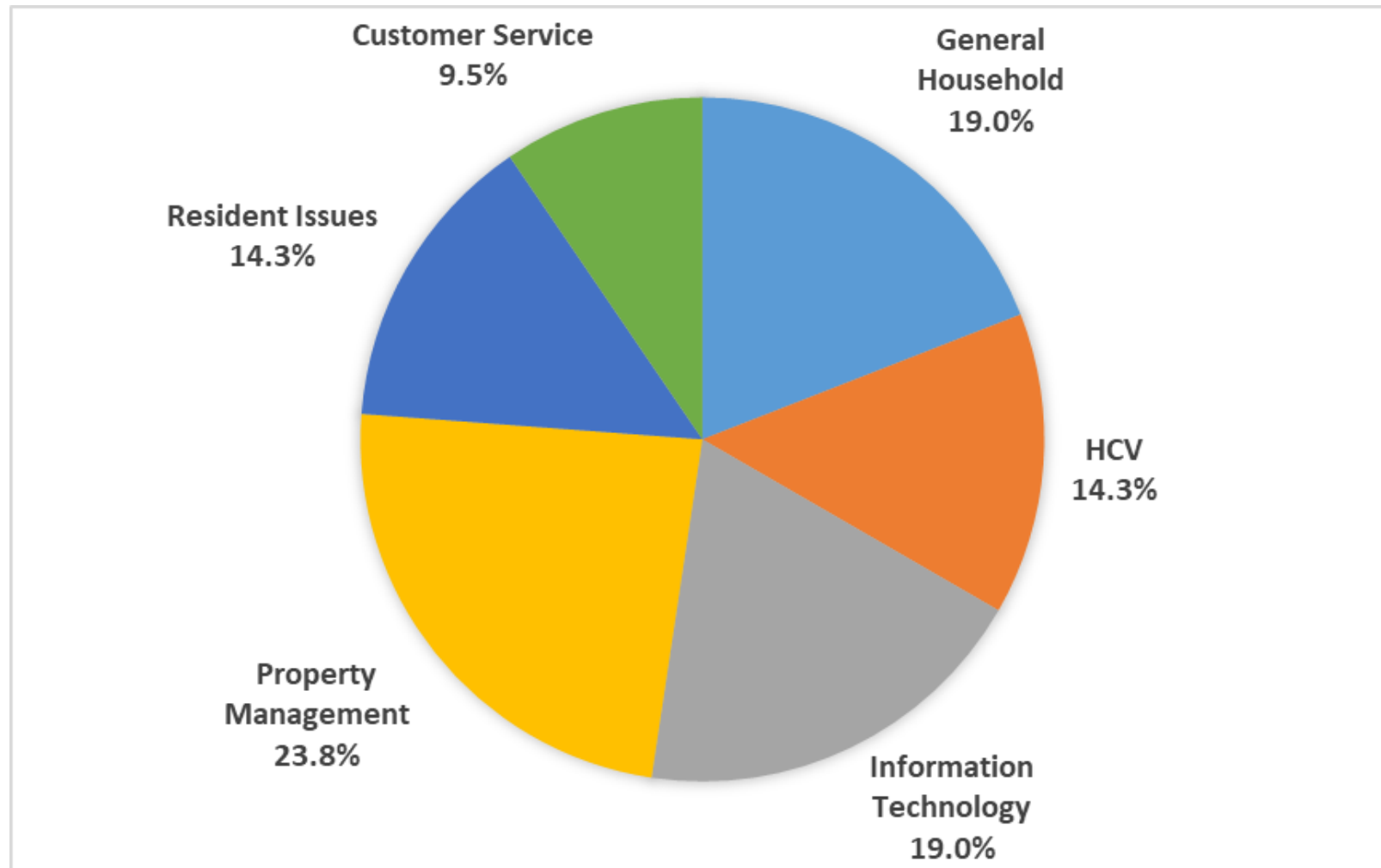
- 8.5% decrease in food participants and tenants utilizing Alameda Food Bank year-to-year

Additional Comments



- The 2022-23 survey has half the number of responses collected during the 2021 survey but aligns with the number of additional comments generated from the 2020 survey.

Additional Comments by Category



2022-23 Survey Highlights

- 2022-23 survey results depicted a positive trend overall from AHA program participants, AHA landlords, and AHA tenants regarding how they rated AHA customer service, staff responsiveness, politeness, and knowledge.
- The surveyed landlords demonstrated a 25.1% increase in usage of the landlord portal which validates AHA's outreach efforts to landlords and the utility of the monthly landlord portal sessions for landlords.
- The 2022-23 survey demonstrated significant rating improvements from tenants (in comparison to 2021 survey) regarding appearance (+11.2%), maintenance (+6.4%) of apartment complex, and sense of safety within complex (+7.8%) and inside unit (8.5%).
- 8.5% decrease in food insecurity for both tenants and program participants when compared to 2021 survey
- AHA launched new website in September 2022 which resulted in 5.6% decrease in need for additional info added to AHA website



Housing Authority
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City of Alameda

Any Questions?

Joshua Altieri

jaltieri@alamedahsg.org

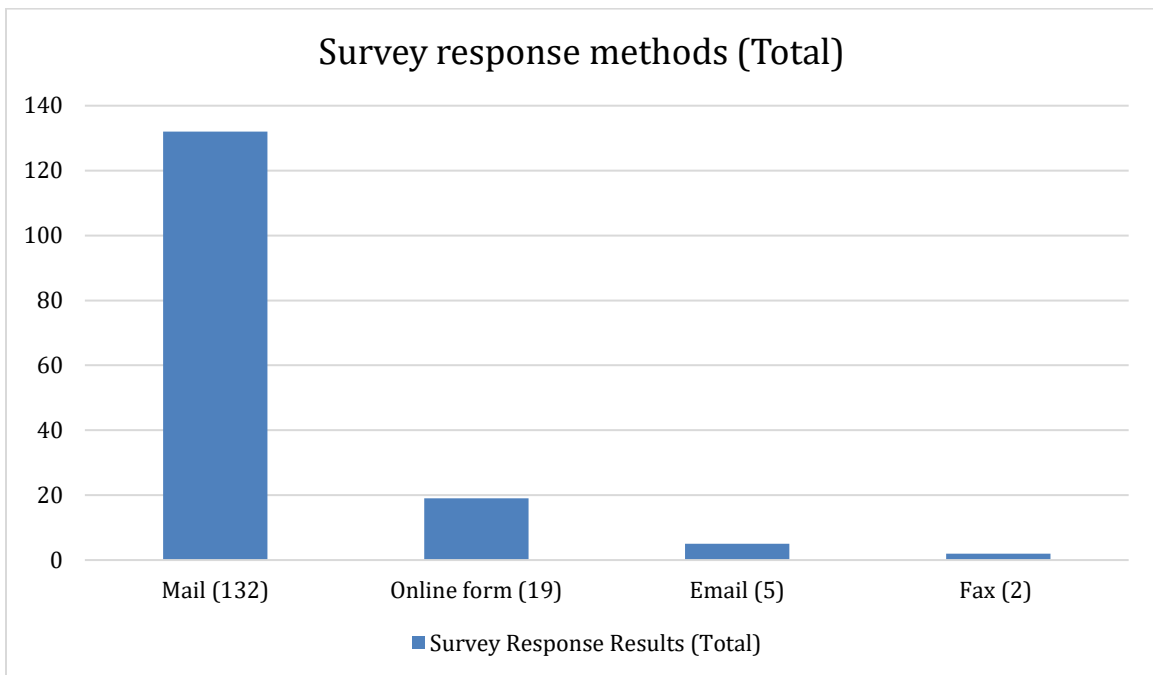


Introduction:

Since 1993, the Housing Authority of the City of Alameda (AHA) has conducted an annual survey to measure customer satisfaction. The survey questionnaire has been revised over the years to best meet this goal. The 2022-23 survey included the exact same questions from the 2021 survey and was conducted between March and April 2023. The 2023 survey was issued to AHA tenants, AHA landlords, and AHA program participants. All surveys included questions about AHA customer service and technology usage. Additionally, each survey included other questions that were customized specifically to each survey group (tenant, landlord, or program participant). The survey forms for each survey group are included in the August Board Memo.

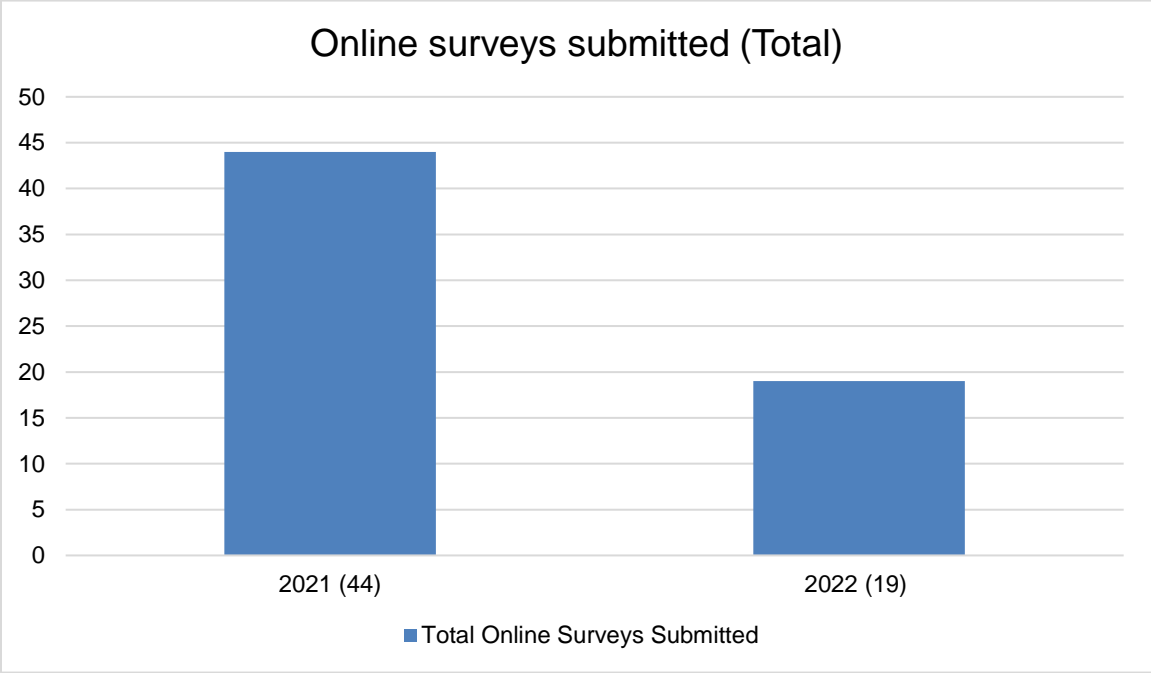
Survey Response Methods:

As part of the 2022-23 survey, all survey participants were mailed a printed version of the survey with instructions on how to submit one single survey via fax, email, mail, in-person, or an online form. Plus, an email was sent to every surveyed tenant, landlord, or program participant that had an email on file with AHA. 1,088 surveys were mailed out and 158 surveys were received by AHA. Below is a chart that details survey response methods.

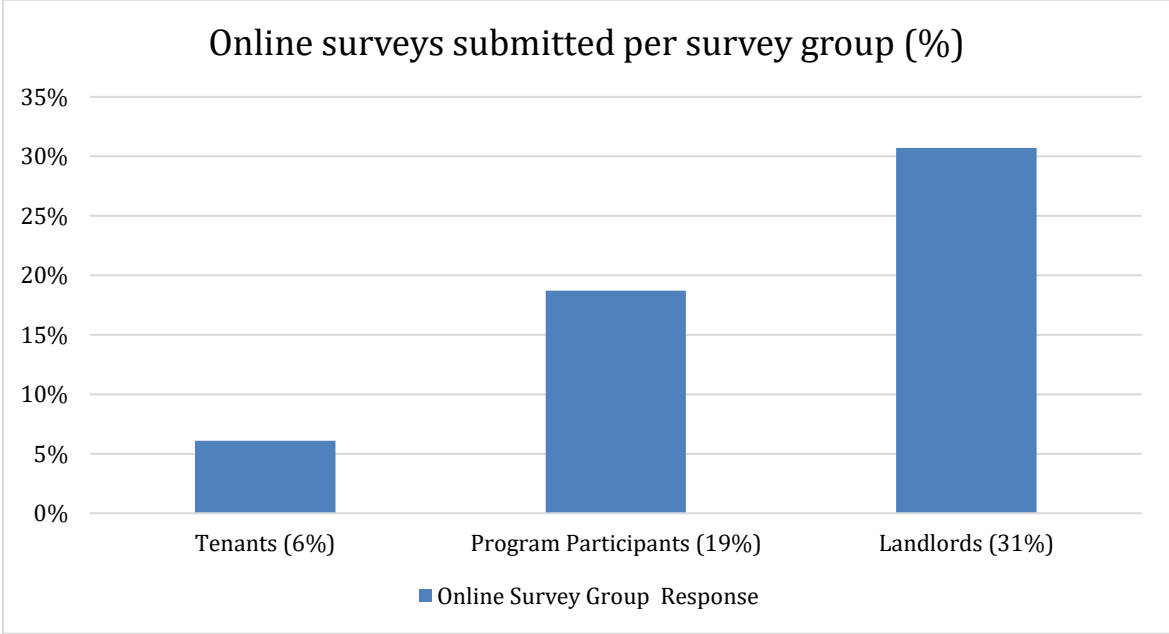


Online Response

AHA continues to utilize multiple survey submission methods (email, mail, in-person, fax, or online form) to maximize survey response. The 2022-23 survey was the second year of AHA offering an online survey option and 13.2 percent of all surveys were submitted via online form. Please see bar graph below to review how 2022-23 online survey completion compares to 2021 online survey submission.

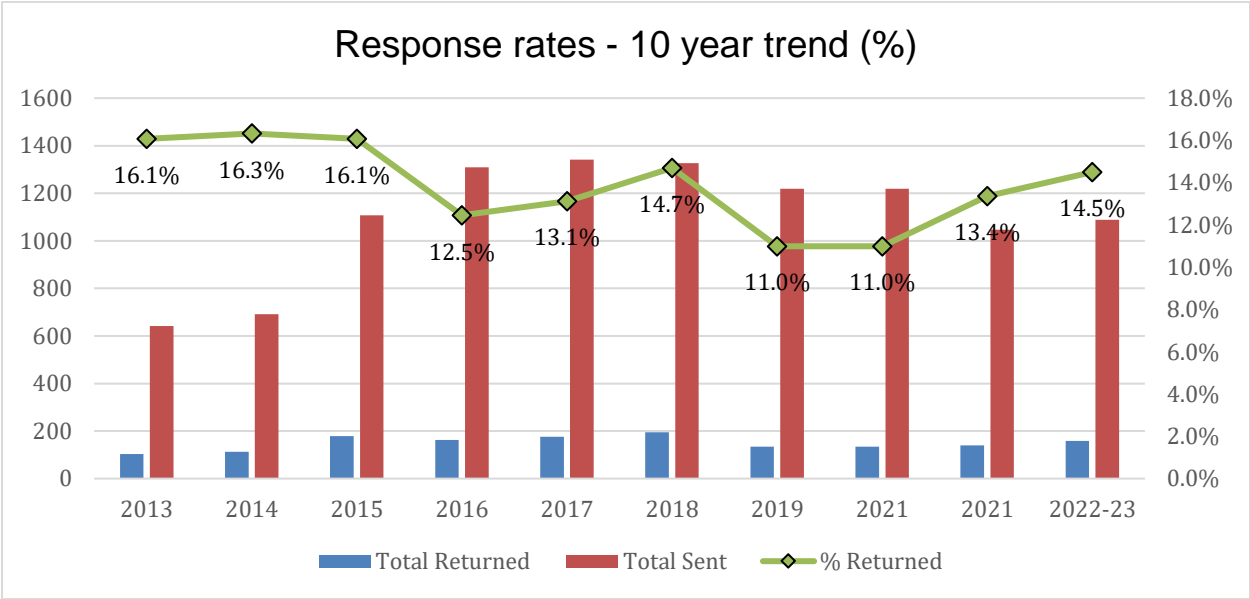


The chart below highlights the percentage of online surveys submitted per each specific survey group (tenants, participants, landlords).

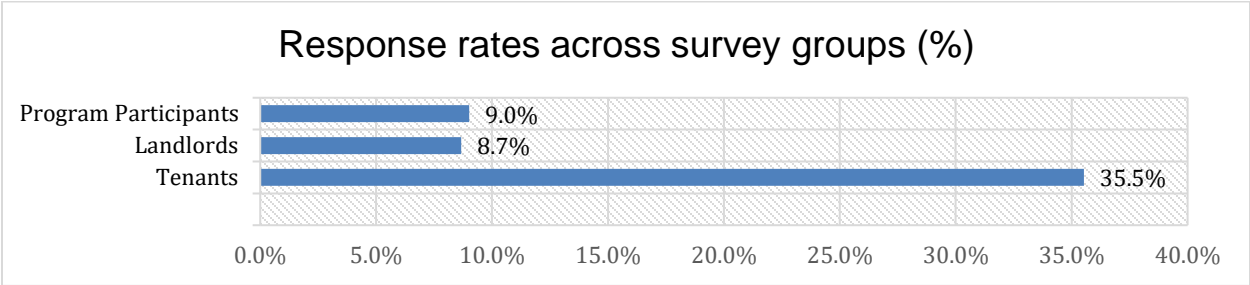


Response Rates:

A total of 1,088 surveys were issued, 158 were returned for a response rate of 14.5 percent. The 2022-23 response rate aligns to the response rates from previous survey years, please review below.



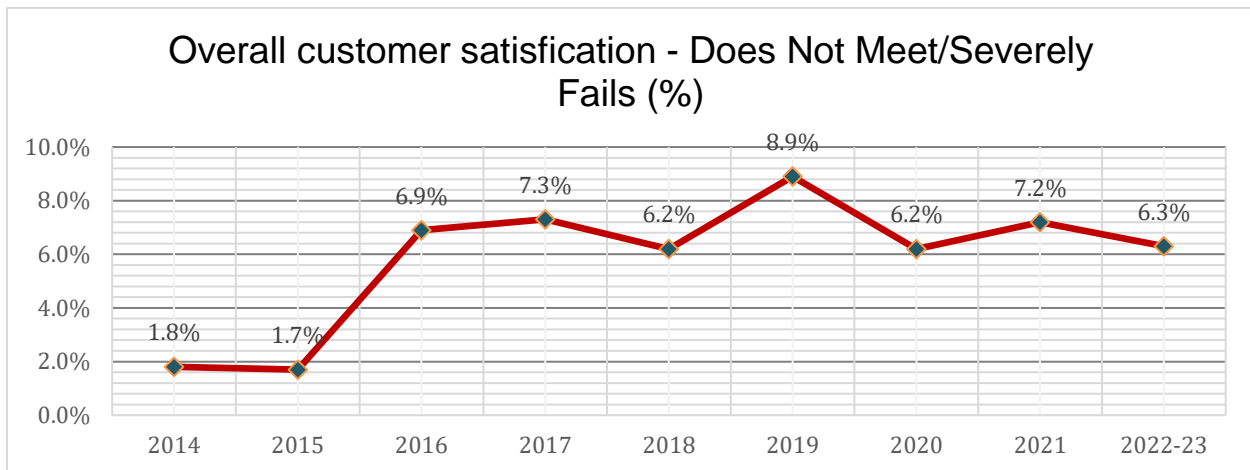
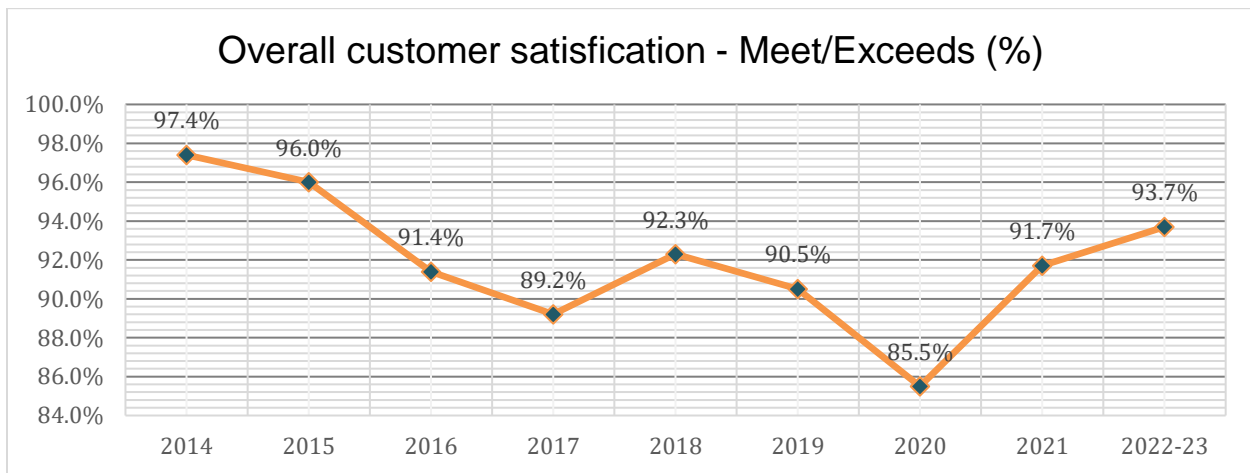
Consistent with surveys from previous years, the survey group with the highest response rate was AHA tenants, please see below for 2022-23 response rates:



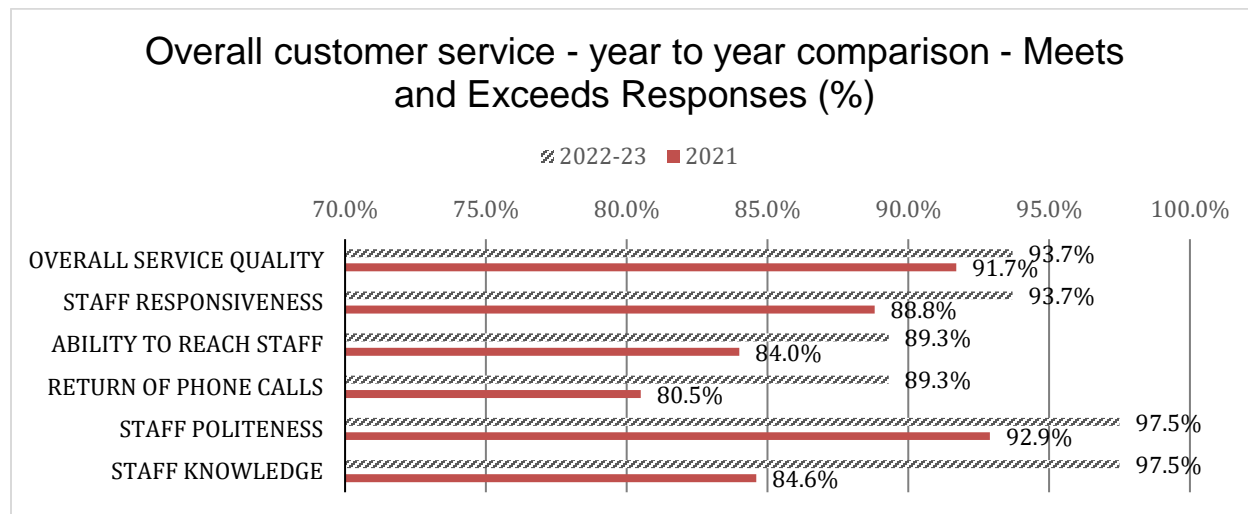
Overall Quality of Service

Respondents were asked how they would rate the “overall quality of service provided.” The charts below illustrate the respondents’ level of customer satisfaction over the last 10 years. **The percentage of respondents reporting that service met or exceeded expectations increased from 91.7 percent in 2021 to 93.7 percent in 2022-23.**

“Does not meet” and “Severely Fails” responses dropped comparatively, from 7.2 percent in 2021 to 6.3 percent in 2022-23. Organizational improvements and operational efficiencies within AHA are believed to have contributed to the increase in respondent satisfaction.

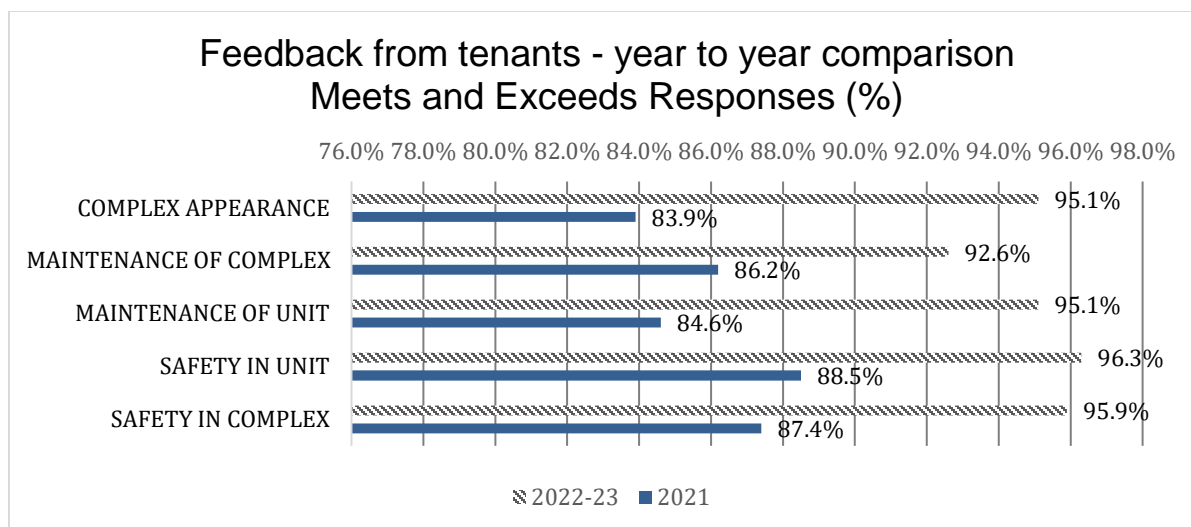


All surveys included 6 (six) questions, each with a specific focus on customer service. Overall, respondents reported a significantly higher level of satisfaction than in the previous survey cycle in 2021. **The largest increase came in two areas “Staff Politeness” and “Staff Knowledge,” where rates of satisfaction increased from 92.9 percent to 97.5 percent and 84.6 percent to 97.5 percent, respectively.** A comparison of the responses is shown in the chart below.



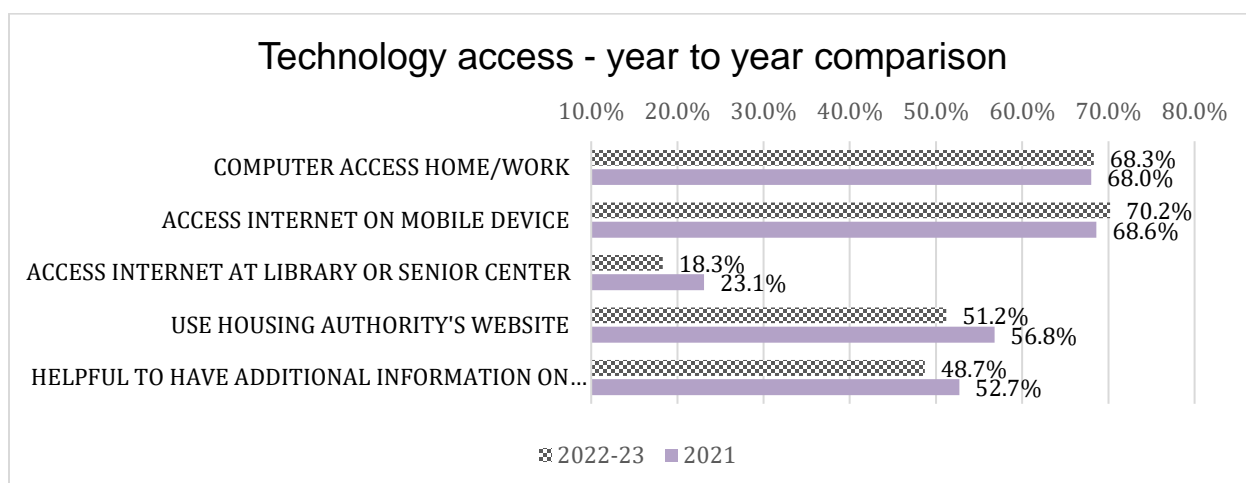
AHA Tenant Feedback:

One section of the 2022-23 survey applied only to the tenants at Independence Plaza and Anne B. Diament. Overall, respondents noted significant improvement across this entire section when compared to 2021. The high performing area is “Complex Appearance,” where positive feedback has increased **from 83.9 percent to 95.1 percent** illustrated in the chart below. AHA believes that this improvement in customer satisfaction is the result of strong leadership within AHA Portfolio Management department and transitioning to a new property management partner, FPI Management.



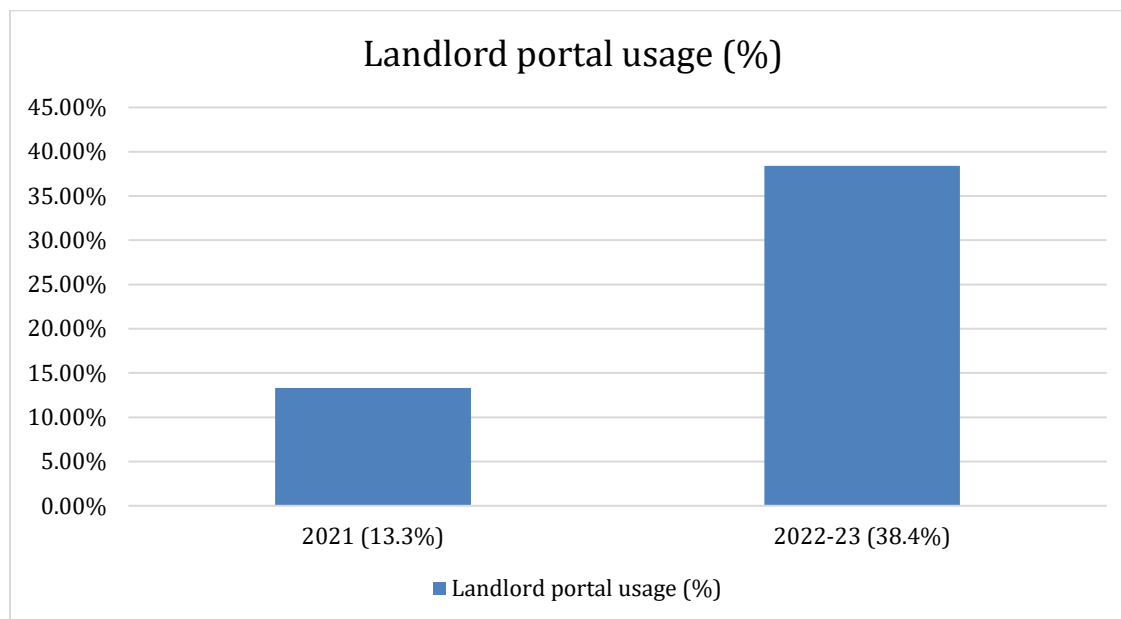
Use of Technology:

In 2005, questions were added to the survey to elicit information regarding customers' ability to access the internet and information on AHA's website. The responses to the 2022-23 survey indicate similar results to the 2021 survey in overall technology utilization. This includes a slight improvement of 1.6 percent in survey respondents accessing the internet via a mobile device. Also, as a result of AHA launching a new website in September 2022, the request of listing additional information on the AHA website decreased from 56.8 percent to 51.2 percent. AHA believes that the enhanced user experience and addition of relevant information on the website is the reason for the decrease in requesting more information posted on the website.



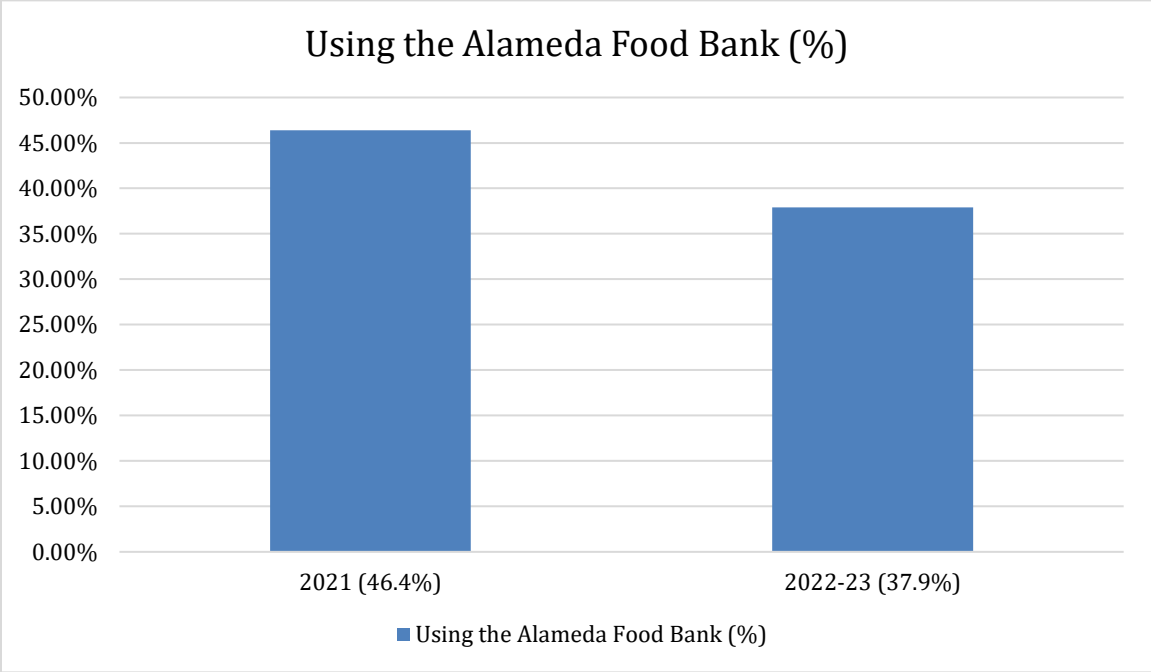
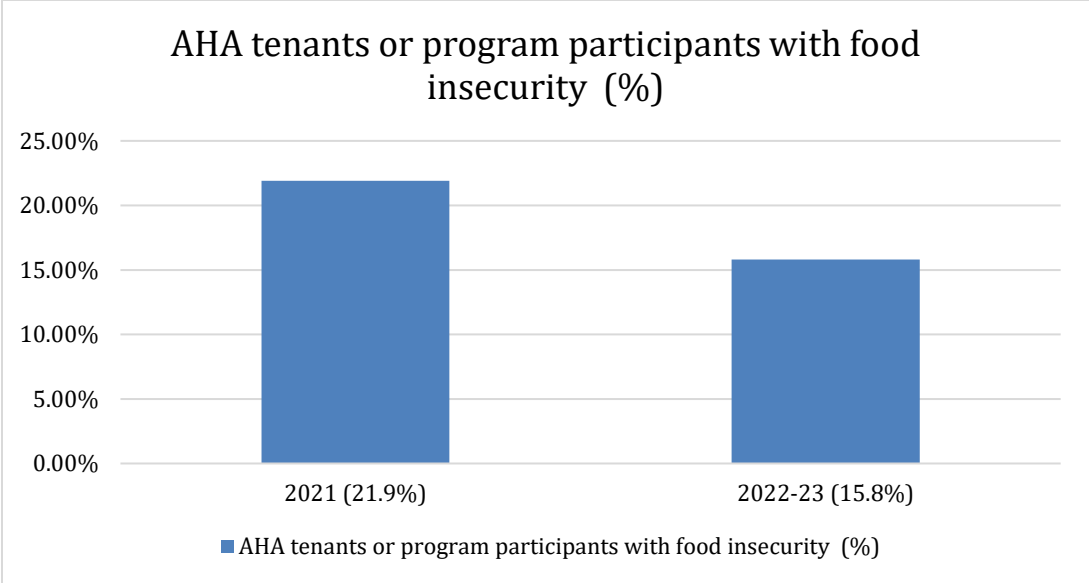
Landlord Portal Usage:

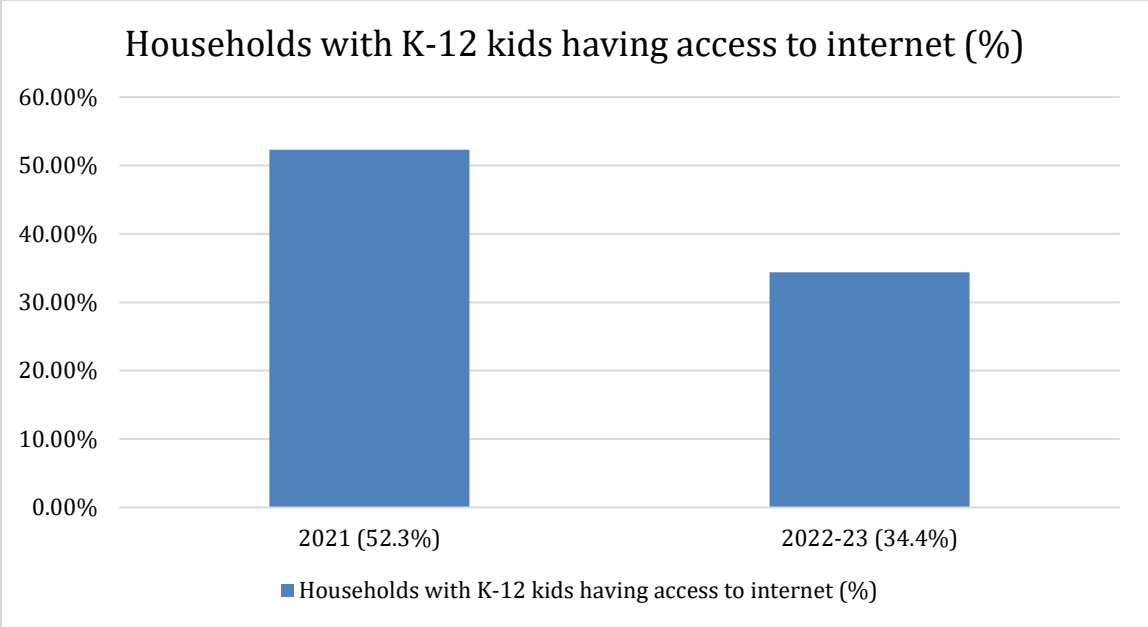
The 2022-23 survey included a question targeting landlords relating to their experience using the landlord portal. The landlords were asked if they have ever accessed the landlord portal. The survey results indicate almost triple the usage of the landlord portal by surveyed landlords growing **from 13.3 percent in 2021 to 38.4 percent in 2022-23**. The data trends in the correct direction but not near the 100 percent adoption AHA is seeking. The data illustrated in the below graph compares the percentage of the surveyed AHA landlords that are using the landlord portal.



Health Crisis Questions:

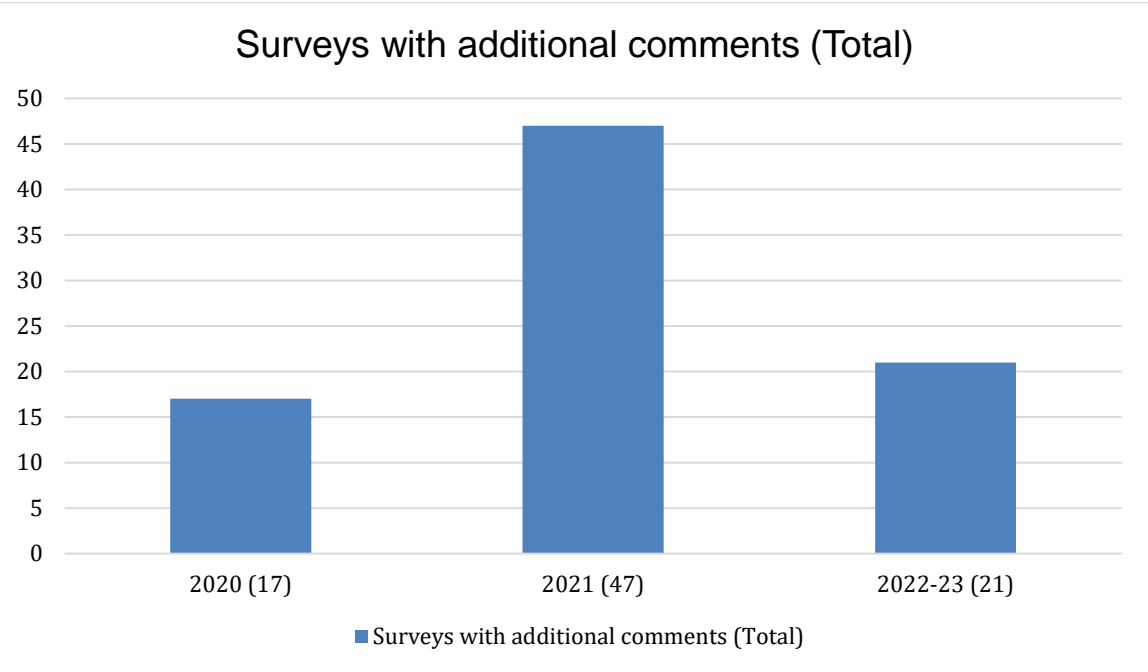
Similar to the survey in recent years, the 2022-23 survey for both participants and tenants included three additional questions that related to access to the internet for K-12 children, household food insecurity, and accessing local food resources. The 2022-23 survey results indicate fewer households are experiencing food insecurity in comparison to the 2021-22 survey. AFB delivers food weekly to either Independence Plaza (first and third Tuesday of each month) or Anne B. Diament (second and fourth Tuesday of each month). Please review charts below for data related to the internet for K-12 children, household food insecurity, and accessing local food resources.



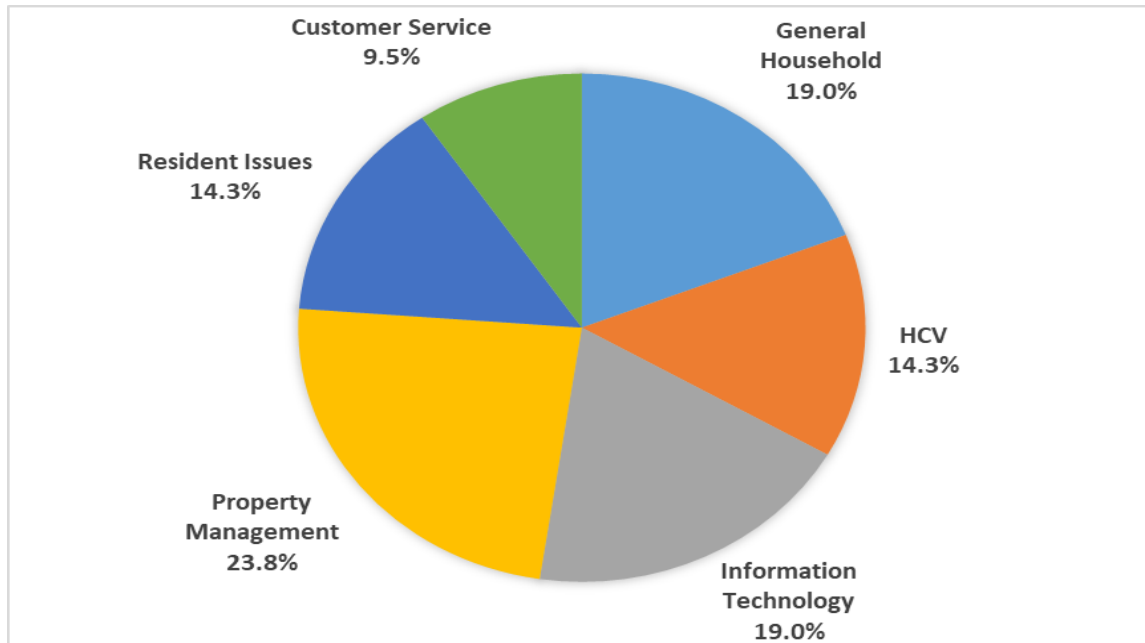


Additional Comments:

On all surveys, survey respondents had the option to submit additional comments on each survey form. The additional feedback generated from the 2022-23 survey is half the number of responses collected during the 2021 survey but aligns with the number of additional comments generated from the 2020 survey. The second chart below categorizes the additional comments by topic.



Additional comments by category (%)



2022-23 Customer Survey Summary:

AHA was pleased to see an increased response rate (in comparison to 2021) on the 2022-23 survey. Plus, 2022-23 survey results depicted a positive trend overall from AHA program participants, AHA landlords, and AHA tenants regarding how they rated AHA customer service, staff responsiveness, politeness, and knowledge. Staff in AHA's Housing Programs department and AHA's Portfolio Management department deserve acknowledgement for this customer satisfaction improvement. Furthermore, the increased communication among AHA staff internally, plus the external outreach efforts to service providers, landlords, and program participants resulted in improved customer satisfaction.

The surveyed landlords demonstrated an increase usage of the landlord portal which validates AHA's outreach efforts to landlords and the utility of the monthly landlord portal sessions for landlords. Despite this support from AHA staff, and in comparison to the program participants and tenant survey groups, the landlord survey group did show lowest satisfaction in regard to AHA customer service and staff responsiveness.

The 2022-23 survey demonstrated significant rating improvements from tenants (in comparison to 2021 survey) in regard to complex appearance (+11.2%), maintenance (+6.4%) of apartment complex, sense of safety within complex (+7.8%), and inside unit (8.5%). AHA attributes this drastic rating improvement to a new property management

partner (FPI Management) and the efforts of the entire AHA Portfolio Management department including maintenance staff, on-site property managers, and leadership. The challenges brought about by COVID forced AHA to develop many new innovative processes and procedural improvements which contributed to the increased customer satisfaction ratings from tenants related to complex maintenance.



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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: August 16, 2023

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

BACKGROUND

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

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

DISCUSSION

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

738 Eagle Fire Service

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



completed in the next 4-6 weeks.

Leasing and Income

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

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

Stabilization and Conversion

The next major steps for the project are to achieve stabilization and conversion to the permanent loan phase. Conversion requires that all tax credit units be appropriately leased, the stabilization period has passed, and the CPA firm has certified all costs of the project. The CPA review of costs is under review. It is anticipated that the conversion will occur in August 2023, before the September 1, 2023 deadline to utilize the interest rate lock at 3.44% .

The Conversion will require that the sources and uses be in balance, which creates a funding timing issue. The equity investor is expected to hold back funds because of the challenges of stabilization, and the longer conversion period has resulted in higher interest costs. Staff estimates that the cash needed to convert will be approximately \$1 million dollars. Constitution and Eagle, L.P. (CELP) is Rosefield's ownership entity and has funds that are being held in reserve during the conversion period. It is anticipated that CELP funds will fund the bulk of this cash need. However, as this is a critical issue and timing is short, staff requests that AHA funds be available if needed. CELP funds are part of the project and do not need to be repaid, but repayment of the AHA funds will be an important consideration. There is room in the existing AHA loan of \$8,143,052 which was reduced by the additional HOME funding of \$125,000 to allow for repayment. In addition, cash flow through the end of the year could focus on paying AHA back before the end of the year. There is a Freddie Mac deposit of \$270,000 that is anticipated to be returned to CELP, for instance, that could be directed to the AHA loan. Staff will continue to update the Board on the AHA repayment issue at Rosefield.

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

FISCAL IMPACT

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

CEQA

Not applicable.

RECOMMENDATION

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

ATTACHMENTS

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



Housing Authority
of the
City of Alameda

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TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: August 16, 2023

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

BACKGROUND

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

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

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

Please see previous Board reports for project details.



DISCUSSION

On July 26, 2023, The Estuary I project was awarded a 9 percent tax credit allocation from the California Tax Credit Allocation Committee (CTCAC). Moreover, Linnet Corner was listed in the preliminary staff recommendations for tax-exempt bonds and tax credits published by the California Debt Limit Allocation Committee (CDLAC) and CTCAC, which will be considered during the allocation meeting scheduled for August 23, 2023. Therefore, two of the three projects within North Housing Block A, The Estuary I and Linnet Corner are anticipated to begin construction in early 2024. ICD currently has a \$7,500,000 predevelopment loan for the North Housing site from the Alameda Affordable Housing Trust Fund (AAHTF) administered by the Alameda Affordable Housing Corporation (AAHC). For cost efficiency and business needs, some additional costs will be incurred prior to the construction loan closing.

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

FISCAL IMPACT

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

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

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

CEQA

Not Applicable.

RECOMMENDATION

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

ATTACHMENTS

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

Respectfully submitted,

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

Tony Weng, Senior Project Manager

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

August 2023 AHA BOC

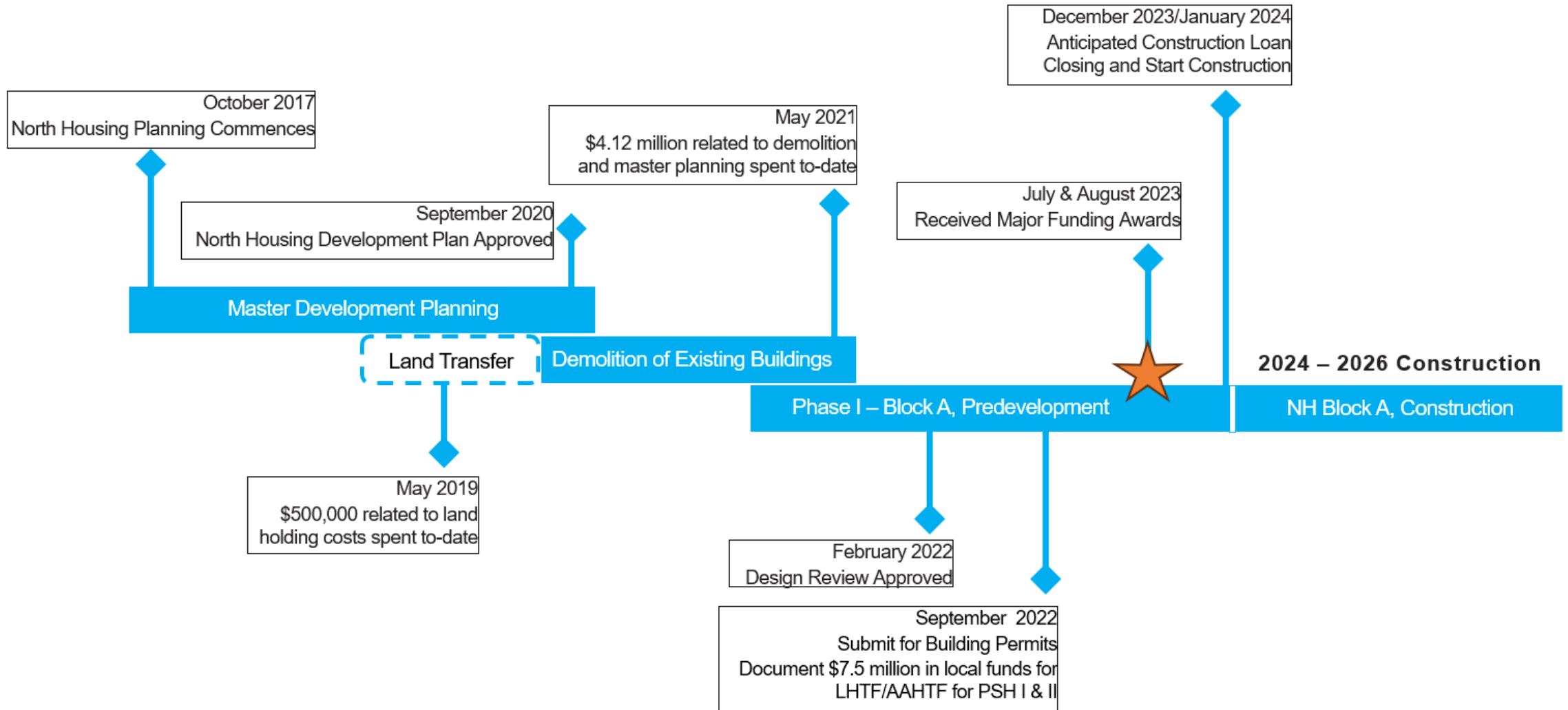
Background

Per the approved October 2021 and May 2022 Reserve Policy:

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

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

North Housing Development Timeline

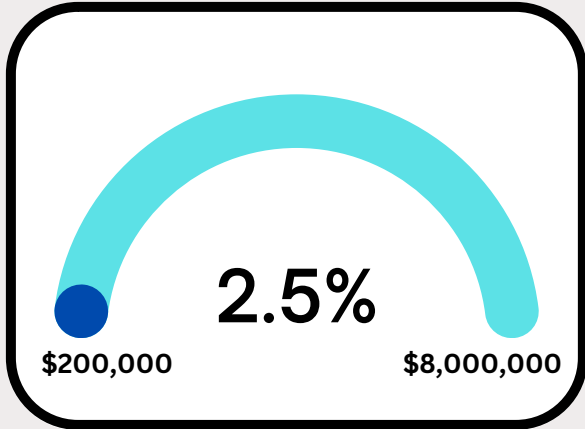


Staff Recommendation

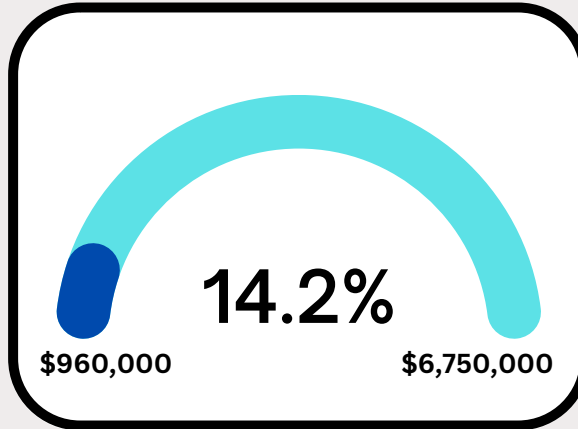
- Approve a Predevelopment Loan to Island City Development for the North Housing Site and Authorize the Executive Director or Designee to Negotiate and Execute the Loan Documents.
- Adopt a Resolution Approving the Predevelopment Loan to Island City Development for the North Housing Site.

Questions / Comments

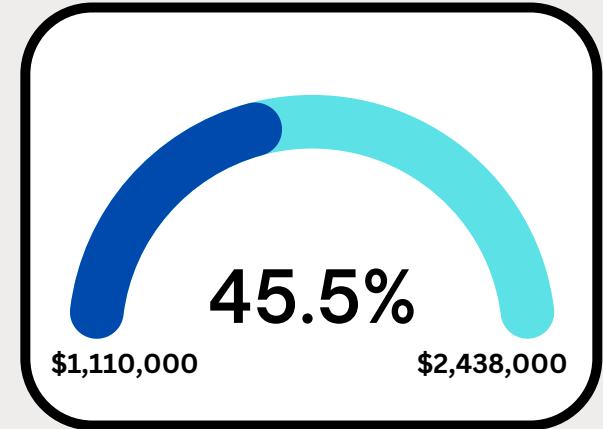
Development Priorities



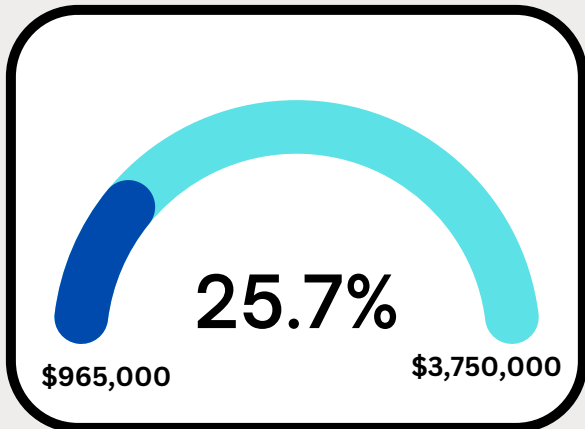
Poppy Place - Fall 2023



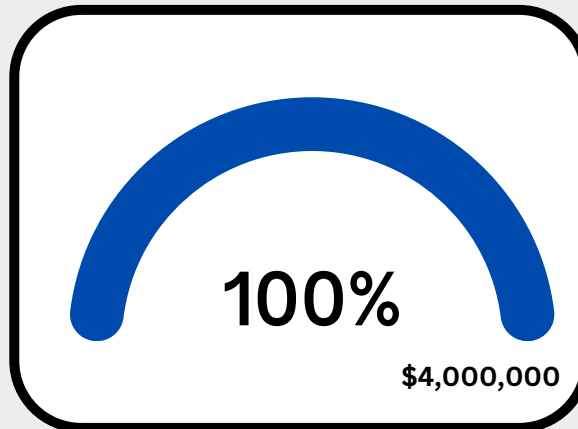
Estuary I - Jan 2024



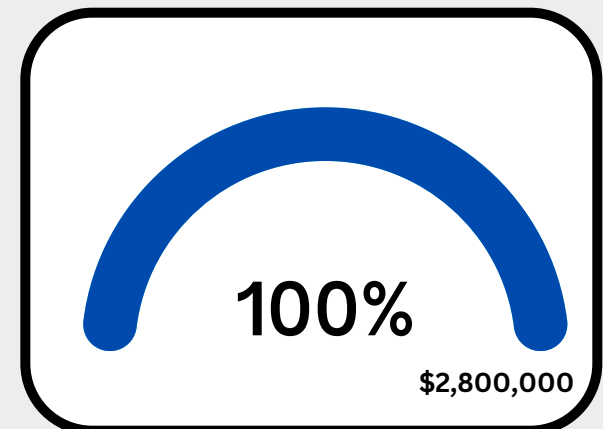
Linnet Corner - Feb 2024



Estuary II - TBD



North Housing Master Plan - TBD



The Poplar - TBD

 Currently Expended

 Total AHA Commitment



Housing Authority
of the
City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: August 16, 2023

Re: Elect a Chair and Vice Chair of the Board of Commissioners.

BACKGROUND

Section 4 of the Rules and Procedures of the Housing Authority states: “The Chair and Vice Chair shall be elected by the Board of Commissioners from its membership at the first meeting after July 1st of each year when the Commission is fully constituted.”

DISCUSSION

Nominations for Board Chair and Board Vice Chair were solicited and an Ad-Hoc Committee was created. The Committee will provide recommendations for the following positions:

- Chair
- Vice Chair

The nomination and election process must be open according to provisions of the Brown Act; secret ballot voting is not permitted.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Elect a Chair and Vice Chair of the Board of Commissioners.

ATTACHMENTS

None



Respectfully submitted,



Vanessa Cooper, Executive Director