



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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**AGENDA**            **REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**DATE & TIME**      **Wednesday, May 20, 2026 - 6:31 PM**

**LOCATION**

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

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

To Attend In-Person -  
Independence Plaza, 703 Atlantic Avenue, Alameda - Ruth Rambeau Memorial Community Room

Join Zoom Meeting

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

Meeting ID: 852 2949 7654

Passcode: 141405

By Phone (through Zoom):

Find your local number: <https://us06web.zoom.us/u/keIQZ99OFI>

Meeting ID: 852 2949 7654

Passcode: 141405

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

- Send an email with your comment(s) to [jpolar@alamedahsg.org](mailto:jpolar@alamedahsg.org) and [hainfo@alamedahsg.org](mailto:hainfo@alamedahsg.org) prior to or during the Board of Directors meeting.
- Call and leave a message at (510) 871-7435, TTY/TRS: 711.
- Complete a speaker card in the meeting room on the day of the meeting.

Written comments may also be submitted via US Mail to:

Attn: Clerk of the Board  
Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501

Written comments received by the Housing Authority prior to 12 Noon on the day of the



meeting will be posted on the Housing Authority's website and presented at the meeting during the public comment period. Written comments received by the Housing Authority after 12 Noon, but prior to the meeting start time, will only be presented during the public comment period. Please mark any submission as "Public Comment" and indicate which agenda item they relate to.

- The public comment period is limited to three minutes per speaker.

Persons in need of special assistance to participate in the meetings of the Housing Authority of the City of Alameda, please contact (510) 747-4325 (voice), TTY/TRS: 711, or [jpolar@alamedahsg.org](mailto:jpolar@alamedahsg.org). Notification 72 hours prior to the meeting will assist the Housing Authority of the City of Alameda to make reasonable arrangements to provide accessibility or language assistance.

#### PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors
2. REMOTE PARTICIPATION PURSUANT TO RALPH M. BROWN ACT (Government Code Section 54950 et seq.) ("Brown Act") : The President will identify whether any Directors are attending the meeting via teleconference pursuant to the Brown Act.
3. DIRECTOR RECUSALS
4. Motion to Accept the Order of the Board of Directors Agenda for the May 20, 2026 Meeting.
5. Public Comment (Non-Agenda)
6. CONSENT CALENDER  
Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Directors or a member of the public.
  - 6.A. Approve Minutes of the Special Board of Director Meetings held on April 13, 2026. **Page 4**
  - 6.B. Approve the Quarterly Write-off, to March 31, 2026, of Uncollectible Accounts Receivable from Former Residents. **Page 9**
  - 6.C. Authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village; In Connection with the Refinance Strategy Authorize the Housing Authority of the City of Alameda (AHA) to Utilize AHA Reserves to Pay Off the Balloon Payment due to PNC Bank, N.A. of an estimated amount of \$8.24 Million by August 1, 2026; or in the alternative Authorize the Executive Director or designee to Execute all Documents Required and Necessary for an Extension of the PNC Loan for up to 90 Days; or in the alternative Authorize and Direct the Executive Director or designee to Seek a Short-Term Bridge Loan; or in the alternative Authorize and Direct the Executive Director or designee to Create a Limited Liability Company as needed, for the Transaction. **Page 12**
  - 6.D. Ratify the Housing Authority of the City of Alameda (AHA) Board of Commissioners' decision to Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Aleshire & Wynder, LLP for General Counsel services with a maximum contract amount not to



exceed \$250,000 for a three-year term, with two 1-year options. **Page 23**

7. AGENDA
- 7.A. Hold a Public Hearing on the Alameda Affordable Housing Trust Fund Guidelines. **Page 63**
8. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
9. WRITTEN COMMUNICATIONS
10. EXECUTIVE DIRECTOR'S COMMUNICATIONS
11. DIRECTORS COMMUNICATIONS, (Communications from the Directors)
12. ADJOURNMENT OF REGULAR MEETING

\* \* \* Note \* \* \*

Documents related to this agenda are available for public inspection and copying at the Alameda Affordable Housing Corporation office, 701 Atlantic Avenue, during normal business hours.

Know Your RIGHTS Under the Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Directors exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review, subject to limited statutory exceptions.

In order to assist the Alameda Affordable Housing Corporation's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Alameda Affordable Housing Corporation accommodate these individuals.





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**DRAFT MINUTES  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
WEDNESDAY, APRIL 13, 2026**

PLEDGE OF ALLEGIANCE

Director Grob called the meeting to order at 8:28 p.m.

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Decoy, Director Husby,  
and Director Tamaoki

General  
Counsel: Brendon V. Stracener, Goldfarb & Lipman LLP  
Jhaila R. Brown, Goldfarb & Lipman LLP (via Teleconference)

Absent: Director Joseph Brown, Director Kaufman, and Director Sidelnikov

2. REMOTE PARTICIPATION PURSUANT TO RALPH M. BROWN ACT (Government Code Section 54950 et seq.) ("Brown Act"): The Chair will identify whether any Commissioners are attending the meeting via teleconference pursuant to the Brown Act.

Director Grob confirmed that there were 4 members of the Board of Directors in the same properly noticed meeting room within the jurisdiction of the City of Alameda, and no Directors requested reasonable accommodation to attend via teleconference.

3. DIRECTOR RECUSALS

None.

Motion to accept order of meeting:

Public Comment: None.



Director Grob moved to accept the Order of the Board of Directors Agenda for the April 13, 2026 Special Meeting, and Director Decoy seconded. The motion passed unanimously.

Yes	4	Director Grob, Director Decoy, Director Husby, and Director Tamaoki
No	0	
Abstentions	0	

4. Public Comment (Non-Agenda)

None.

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 Directors or a member of the public.

\*5.A. Approve Minutes of the Regular Board of Director Meetings held on March 18, 2026.

\*5.B. Approve the Draft Alameda Affordable Housing Corporation (AAHC) Federal and State Tax Returns for the Fiscal Year Ending June 30, 2025 and Authorize the Executive Director or designee to Finalize with Non-Material Changes.

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

Public Comments: None.

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

Yes	4	Director Grob, Director Decoy, Director Husby, and Director Tamaoki
No	0	
Abstentions	0	

6. AGENDA

6.A. Authorize the Executive Director to negotiate and execute all documents necessary for the refinance of Eagle Village and Parrot Village including a loan of up to \$16 million with a term of up to 10 years.

Sylvia Martinez, Director of Housing Development, provided a presentation that summarized the request to authorize the Executive Director to negotiate and execute all documents necessary for the refinance of Eagle Village and Parrot Village including a loan of up to \$16 million with a term of up to 10 years.



Commissioner Tamaoki inquired as to whether the proposals submitted included ranges on how much of a loan the properties would support. Ms. Martinez confirmed that the proposals did include ranges up to \$16 million. To determine which loan best meets AAHC's needs staff will consider pricing, interest rates, and project priorities at these properties; including projects to make the properties more marketable and help to reduce vacancies. These projects include possibly adding ADU units at Eagle Village, as more units delivers more affordability, reconfiguring larger units, and addressing needed repairs. Staff went on to discuss the viable solutions for making the larger units and communal areas more marketable at these properties. Vanessa Cooper, Executive Director, stated that while it is not expected that there will be two separate loans, having one loan would result in more administrative work, but a better rate, it is likely that staff will be presenting more than one scenario to the Board. Commissioner Tamaoki advised staff to clearly identify where/how funds will be allocated and to focus on items that will increase stability at these properties.

Commissioner Husby inquired as to whether the any of the proposals received included flexibility on repayment fees. Ms. Martinez stated that some proposals included options such as a reduction in repayment fees over time (i.e. less pre-payment penalties during the last year), or interest-only period(s).

Public Comments: None.

Director Husby moved to authorize the Executive Director to negotiate and execute all documents necessary for the refinance of Eagle Village and Parrot Village including a loan of up to \$16 million with a term of up to 10 years, and Director Tamaoki seconded. The motion passed unanimously.

Yes	4	Director Grob, Director Decoy, Director Husby, and Director Tamaoki
No	0	
Abstentions	0	

- 6.B. Approve changes to the procurement policy for the Alameda Affordable Housing Corporation (AAHC) effective immediately.

Radha Mehta, Management Analyst, provided a presentation that summarized the request to approve changes to the procurement policy for the Alameda Affordable Housing Corporation (AAHC) effective immediately.

Commissioner Tamaoki inquired as to whether it is typical to delegate a \$50k authority to property management agents. Ms. Cooper stated that the contract requirement is to delegate the amount for items in the budget, in this case \$5k. While HUD allows delegation of \$50k for routine purchases, AHA is proposing to grant \$50k of purchasing authority for exceptional projects only; this would not be for routine items. Currently, unless there is a need to address an emergency, when a





11. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at 9:11 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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Carly Grob, President  
Board of Directors

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Brandon V. Stracener,  
General Counsel, Goldfarb and Lipman LLC  
Reviewed for form





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To: Board of Directors

From: Nancy Gerardin, Director of Property Operations

Prepared By: Nancy Gerardin, Director of Property Operations

Date: May 20, 2026

Re: Approve the Quarterly Write-off, to March 31, 2026, of Uncollectible Accounts Receivable from Former Residents.  
6.B.

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### **BACKGROUND**

Periodically, the Housing Authority of the City of Alameda (AHA) or its affiliates, Alameda Affordable Housing Corporation (AAHC) and Island City Development (ICD), write-off uncollectible rent and miscellaneous charges from its resident ledgers. The term "write-off" indicates a procedure where past-due amounts from residents who are no longer residents in an AHA, AAHC, or ICD community, are removed from the resident ledgers after the usual means of collection have been exhausted. This procedure does not preclude the AHA, AAHC, or ICD from continuing to pursue collection through a collection agency or other legal actions. Future collection of amounts previously written-off will reduce these expenses.

### **DISCUSSION**

This request is to write-off accounts receivable for residents who have voluntarily vacated, passed, or were evicted and had outstanding balances due to the Alameda Affordable Housing Corporation, the Housing Authority of the City of Alameda, and Island City Development. A final notice will be sent to the respective resident(s) before the outstanding balance is written off. The total amount to be written off is \$136,205.70 and presented in the attachment to this memorandum. This amount is a combination of past rents due, late fees, damages, and miscellaneous maintenance charges.

### **FISCAL IMPACT**

This resident account write-off will result in an expense to the Alameda Affordable Housing Corporation of \$78,335.74, Housing Authority of the City of Alameda of \$680.00, and ICD of \$57,189.96.

### **CEQA**



**RECOMMENDATION**

Approve the Quarterly Write-off to March 31, 2026, of Uncollectible Accounts Receivable from Former Residents.

**ATTACHMENTS**

1. BOC Attachment - Q1 2026 Write Off 05.20.2026

Respectfully submitted,



Nancy Gerardin, Director of Property Operations

Legal Entity	Property Name	Reason for Move Out	Move Out Date	Amount of Bad Debt per reconciliation
AAHC	China Clipper	Relocation	1.7.2026	\$7,825.00
AAHC	Parrot Village	Relocation	2.21.2026	\$3,876.00
AAHC	Parrot Village	Relocation	2.11.2026	\$8,195.51
AAHC	Eagle Village	Death	2.9.2026	\$283.00
AAHC	Eagle Village	Relocation	3.9.2026	\$35,014.92
AAHC	Eagle Village	Relocation	3.9.2026	\$22,242.31
AAHC	AAHC Scattered Sites	Relocation	12.24.2025	\$899.00
			<b>TOTAL AAHC</b>	<b>\$78,335.74</b>
ICD	Estuary	Death	11.25.2025	\$3,143.00
	Rosefield Village	Eviction	2.25.2026	\$54,046.96
			<b>TOTAL ICD</b>	<b>\$57,189.96</b>
AHA	Independence Plaza	Death	1.16.2026	\$680.00
			<b>TOTAL AHA</b>	<b>\$680.00</b>
			<b>TOTAL</b>	<b>\$136,205.70</b>

ENTITY	Q4 2025 Bad Debt	Q3 2025 Bad Debt	Q2 2025 Bad Debt	Q1 2025 Bad Debt
AAHC	\$40,312.00	\$43,777.10	\$40,862.05	\$96,012.88
ICD	\$516.00	\$72,783.97	\$38,802.57	\$92,364.77
AHA	\$0.00	\$680.00	\$8,378.72	\$13,972.00
	<b>\$40,828.00</b>	<b>\$117,241.07</b>	<b>\$88,043.34</b>	<b>\$202,349.65</b>



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To: Board of Directors

From: Sylvia Martinez, Director of Housing Development

Prepared By: Sylvia Martinez, Director of Housing Development

Date: May 20, 2026

Re: Authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village; In Connection with the Refinance Strategy Authorize the Housing Authority of the City of Alameda (AHA) to Utilize AHA Reserves to Pay Off the Balloon Payment due to PNC Bank, N.A. of an estimated amount of \$8.24 Million by August 1, 2026; or in the alternative Authorize the Executive Director or designee to Execute all Documents Required and Necessary for an Extension of the PNC Loan for up to 90 Days; or in the alternative Authorize and Direct the Executive Director or designee to Seek a Short-Term Bridge Loan; or in the alternative Authorize and Direct the Executive Director or designee to Create a Limited Liability Company as needed, for the Transaction. 6.C.

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## **BACKGROUND**

Eagle Village and Parrot Village share a single mortgage which is scheduled to mature on August 1, 2026 with PNC Bank, N.A. (as servicer for Fannie Mae). On March 2, 2026, staff issued a Request for Proposals to refinance the properties, either separately or together. The proposals were due on April 6, 2026. Five proposals were received in response to this procurement. All the proposals were from experienced lenders or originators of Fannie Mae and Freddie Mac loans.

Proposals have been reviewed by staff and the following discusses the opportunity and timing of this refinance. The current balance of the existing loan is a balloon payment and is estimated at \$8.24 million due August 1, 2026 (as this is a weekend, the loan must be paid off by July 31, 2026).

With the current proposals, staff believes that the original transaction of refinancing the existing loan by August 1, 2026 (at a minimum amount of the existing debt plus new loan costs, with potential extra proceeds), is possible but may not be financially preferable. The current discussion below provides a roadmap for an improved transaction in 2027.



## **DISCUSSION**

There is substantial interest in this refinance, and all the applicants are experienced lenders or originators of Fannie Mae and Freddie Mac loans that have the capacity to complete the transaction. Staff is reviewing responses to the Request for Proposals and is considering the environment for different loan sizes, lengths of term, timing and other transaction points. Staff has received feedback on several considerations:

1. Tight timing – The bidders shared that 60 days is the bare minimum for a closing, so a decision must be made before June 1, 2026 to achieve that closing deadline.
2. Improvement on Occupancy - Current vacancies at the properties are higher than recent years. A focused marketing plan is in progress for both sites and the Housing Authority of the City of Alameda (AHA) staff are working closely with Asset Living on leasing. If the transaction were postponed until the fall, additional occupancy and maximizing income could result in improved loan underwriting. For example, Fannie Mae and Freddie Mac, which can provide better rates for affordable housing, require several months of the higher occupancy at a minimum of 90%. This would require at least a 3-month loan extension with PNC Bank, N.A.. As of May 2026, the leased percentage of each property is 83% and 88% for Eagle Village and Parrot Village, respectively. Staff expect most remaining vacancies to be filled by July 1, 2026. A loan extension should be requested no later than June 1, 2026, and would cost 0.5% or approximately \$50,000 in fees (with legal fees). The interest rate, which is currently sub-3%, would also rise by about 400 basis points (4%) for the period of the extension (about \$85,000 total).
3. Preference for a Single Asset Entity (SAE) - Several lenders have shared the requirement that the properties be held in one separate legal entity, such as a Limited Liability Company (LLC); this is called a Single Asset Entity (SAE). An SAE provides a cleaner claim to the property for the property from the vantage point of the lenders. Alameda Affordable Housing Corporation (AAHC) currently owns multiple properties, and issues at one property could affect the financial underwriting of a separate property. Creation and operation of an SAE creates additional administrative work for AHA staff and may require that the properties file an annual welfare tax exemption (under AB 1528, AAHC properties do not apply annually, as they receive the governmental exemption, but an SAE may not qualify for this exemption). The entity would have to pay state registration taxes of approximately \$1,000/year and would need a separate audit and tax return of approximately \$20,000/year.
4. Potential change of property management firm – AHA and its affiliates are currently rebidding for property management services, as the current contracts will end in 2026. The timing of any property management changes during the remainder of 2026 are complicated, if this refinance transaction occurs at the same time. The new lender will want to underwrite the professional property management. Although there is the potential to change at a later date, a property management company must be in place at closing. It would be preferable to have a selected property manager in place for any new lender's review.
5. Lack of a full refinance strategy – AHA and AAHC rely on its larger, stronger properties such as Eagle Village and Parrot Village to provide cash flow to grow its mission. In particular, cash flow from the larger properties supports reserves that pay for repairs and renovations throughout the portfolio, offsets the operational cost funding limitations of federal Housing Voucher Program, supports smaller properties that



provide vibrant housing alternatives in the City of Alameda, and contributes to the production fund to create new affordable homes in Alameda. The Board and staff could benefit from additional time to consider the future uses of additional loan proceeds to achieve the most immediate and highest priorities of the agency. As part of the reserves strategy, borrowing these funds come at a economic cost and commit the agency to long-term must-pay debt, and so should be strategically considered. Additionally, the current lender has indicated some work that should be completed in the next 6 months, including removal of dead pine trees at Parrot Village adjacent to the parking lot, and the filling of a large settlement crack at Eagle Village. AHA staff and Asset Living (property management) are currently in the process to bid out this work. Internally, AHA staff has discussed changes to the property, including an addition of an ADU unit, and conversion of a 4-bedroom unit to a 3-bedroom unit with the intent of creating an additional office. It would be preferable to incorporate these projects into a longer-term refinancing scheme.

6. North Housing Stabilization – Work on the permanent loan conversions for Estuary I and Linnet Corner is slated for the Summer 2026. Staff's attention must be focused on these 2 properties due to investor and lender considerations for low-income housing tax credits. Permanent loan conversion is one of the last steps for submission of the placed-in-service package to the California Tax Credit Committee. Without this package and receipt of the tax credit forms, there could be a substantial delay in 3rd party equity in these transactions, which cascades into delays to developer fees owed to AHA and Island City Development.
7. Alternatives to an extension of the existing loan:
  - a. AHA, through a loan to AAHC from AHA reserves, could pay off the existing PNC Bank loan with a refinance at a later date, ideally in early 2027. This alternative means a short-term use of operating reserves from AHA, reducing its liquidity. However, this also deleverages AHA from interest rate risk due to economic uncertainty and eases the financial burden to these two sites. AHA would charge interest to AAHC, at a minimum, to offset the loss of income that would normally be derived from investment. AHA's current LAIF/CAMP investments have a yield of less than 4%, which could be the baseline interest rate charged by AHA to AAHC (Eagle Village/Parrot Village). Additionally, AHA currently has a seller loan with AAHC for these 2 properties that requires payment based on residual receipts and could be increased to add any new funding provided by AHA. With the existing loan to PNC Bank paid off, additional cash flow generated from the properties (12 month run rate of net operating income from April 2025 through March 2026 is approximately \$1.9 Million) could replenish the AHA Reserves with payments coming in monthly.
  - b. AAHC could obtain a third party bridge loan to pay off the existing loan and refinance at a later date. A survey of bridge loans indicates that they generally cost 1% in fees (double the extension fee) but can be available for multiple years. The interest rates quoted are 4-5%, if subsidized, or closer to 7-8% if not subsidized. This route would have extremely tight timing, as 60 days is not a long period of time to negotiate and underwrite with an entirely new lender.

Both alternatives to an extension of the existing loan (6a and 6b above) would be followed up with a plan to refinance in 2027 once occupancy improves, anticipated property management changes (if the incumbent property management company does not win the bid), creation of



the Single Asset Entity and a clear plan of how the refinance strategy for these properties is created and approved by the AHA and AAHC Boards.

A chart with these alternatives and issues is attached and may be useful in comparing the pros and cons of the alternatives.

Staff requests direction from the Board, and also authority for the Executive Director/Secretary to undertake any needed activities to implement that direction. This authority could include:

1. Refinance option: Authorize AHA and AAHC to proceed with a refinance transaction before August 1, 2026, likely focused on refinancing the existing debt with limited excess proceeds.
2. Paydown option: Authorize AHA to pay down the loan to PNC Bank on behalf of AAHC by August 1, 2026 and Execute All Documents Related to this Transaction
3. Extension option: Authorize the Executive Director to Execute all Documents for an Extension up to 90 Days
4. Bridge loan option: Authorize the Executive Director to Seek a Third-Party Bridge Loan from a third party lender
5. SAE: Authorize the Executive Director to Create a Limited Liability Company or other single asset entity, if needed

Staff plans to bring the recommended and negotiated final transaction and deal points to the Board in June 2026 for final approval if an extension or pay off of the PNC Bank loan are authorized.

### **FISCAL IMPACT**

The current loan with an estimated balance of \$8,240,000 is maturing and needs to be paid by AAHC, extended or refinanced. Staff has received considerable interest in the refinance and anticipate having several options to either refinance the existing loan and its transaction costs, or to consider a larger loan that would yield proceeds for other purposes. The Eagle Village and Parrot Village properties would pay the costs of any extension or bridge loans, as well as principal and interest payments for any new mortgage, which would be secured against the real estate and be non-recourse to AAHC.

Staff has done a preliminary analysis of the impact of using AHA reserves in the short term to pay down the PNA loan. In April 2026, staff had conservatively projected \$20 million in Board approved encumbered reserves per the Reserves Policy, in which an approximate amount of \$7.3 million is set aside for the operating reserve that would not be impacted.

To cover the amount needed, staff proposes the following adjustments to use as temporary sources:

1. \$2.5 million previously unassigned in the 2026 Reserve Policy
2. \$1.5 million — Postpone work on the North Housing Master Plan
3. \$4 million – Postpone some Capital Improvement Plan (CIP) efforts, if needed. The 2026 Reserve Policy had allocated \$7.8 million. The Fiscal Year 26-27 work plan is \$2.2 million, so this work can continue to proceed. As staff plans the FY 26-27 budget,



it will need to carefully consider the timing of the Eagle Village and Parrot Village refinance that will repay AHA (along with any loan payments that may have been made during the year of carry) to allocate resources to CIP. Many CIP projects are also currently delayed due to the City's plan check process so it is unlikely that the impact will be substantial. It is also anticipated that operating cash flow from the larger properties will be able to support the funding of the CIP and not drawing on the reserves in the near term. Staff would still set the projects up (e.g. scoping, bidding and permitting) so they can be done when the Eagle Village and Parrot Village properties will be refinanced, likely in 2027.

Please refer to the Quarterly Finance Memorandum and Quarterly Investment Memorandum on the consent calendar for detailed current balances of operating cash and reserve balances.

AHA and its affiliates will have the following balloon payments that will require refinance or paydown in the next 10 years.

1. AHA due to Capital Impact for The Poplar – Estimated at \$2.6 Million in 2028. Funds to repay this loan are held in a restricted account and are not part of the \$20,000,000 above.
2. AAHC due to City of Alameda for Anne B. Diament Plaza - \$96,000 in 2028.
3. Sherman and Buena Vista, L.P. (Island City Development affiliate) due to California Community Reinvestment Corporation for Littlejohn Commons – Estimated at \$1.6 Million in 2034.

### **CEQA**

Not Applicable

### **RECOMMENDATION**

Authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village; In Connection with the Refinance Strategy Authorize the Housing Authority of the City of Alameda (AHA) to Utilize AHA Reserves to Pay Off the Balloon Payment due to PNC Bank, N.A. of an estimated amount of \$8.24 Million by August 1, 2026; or in the alternative Authorize the Executive Director or designee to Execute all Documents Required and Necessary for an Extension of the PNC Loan for up to 90 Days; or in the alternative Authorize and Direct the Executive Director or designee to Seek a Short-Term Bridge Loan; or in the alternative Authorize and Direct the Executive Director or designee to Create a Limited Liability Company as needed, for the Transaction.

### **ATTACHMENTS**

1. Eagle and Parrot Village Refinance
2. EV PV Refinance Strategy Options

Respectfully submitted,





# Eagle and Parrot Village Refinance

**May 20, 2026**

Sylvia Martinez  
Director of Housing Development



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



1

## Original Dates

- March 4 – RFP for issued
- April 6 – Responses Due
- April 6-30 - Staff scoring. Interviews.
- May – Selection of top bidder. Due diligence starts
- June - Board approval of transaction
- July – Closing tasks
- August 1 (7/31/26) – Loan Maturity Date



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



2

# RFP Process Feedback

- Tight Timing
- Improvement on Occupancy
- Preference for an SAE (Single Asset Entity)
- Potential change of Property Management Firm
- Lack of a Full Refinance Strategy
- Conflict with other agency priorities – North Housing Stabilization



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



3

# Alternatives

1. Proceed with original refinance strategy by 8/1
2. Paydown Option – Lend AHA reserves to AAHC to paydown the loan to PNC Bank by 8/1/26.
3. Extension Option - Seek a 90 day extension from the existing lender.
4. Bridge Loan Option – Obtain a Third-Party Bridge loan to pay off the existing loan and provide time for refinance.
5. Creation of an SAE (as needed)



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



4

# Discussion Points

- Additional timing– How much is sufficient, i.e. 90 days or up to 2 years (bridge loan or AHA paydown)?
- Transaction costs – Preference is to reduce exposure to interest, taxes and administrative costs.
- Opportunity cost of using AHA reserves
- Use of an SAE (Single Asset Entity) – New to AHA



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



5

Authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village; In Connection with the Refinance Strategy Authorize AHA to Utilize AHA Reserves to Pay Off the Balloon Payment due to PNC Bank, N.A. of an estimated amount of \$8.24 Million by August 1, 2026; or in the alternative Authorize the Executive Director or designee to Execute all Documents Required and Necessary for an Extension of the PNC Loan for up to 90 Days; or in the alternative Authorize and Direct the Executive Director or designee to Seek a Short-Term Bridge Loan; or in the alternative Authorize and Direct the Executive Director or designee to Create a Limited Liability Company as needed, for the Transaction.



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6

**Questions or Comments?**



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



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Eagle Village and Parrot Village Options					
#	OPTION	Pros	Cons	Risks	Mitigations
1	Refinance by 8/1	Meets deadline	May yield reduced proceeds; challenging timing for property management and other operational issues; refinance strategy for proceeds less - defined. Tight timing for operations and property management. Requires an SAE. Locks in to 5-10 years of must pay debt	Tight timing and reduced proceeds (although the minimum payoff is likely not at risk, just the opportunity for excess proceeds).	Select an experienced lending partner that can deliver on timing and the best combination of price, proceeds and term. Potentially decrease exposure to transfer taxes and property taxes by exercising AHA's option purchase the land and to ground lease (although this complicates the underwriting)
2	Obtain 3 month extension	Extends deadline to perform. Allows more time to work out property management or other issues (but not a lot of extra time). Refinances the loan and may provide proceeds	Costly. 3 months not sufficient time to explore a portfolio refinance strategy for proceeds completely. Requires an SAE. Locks into 5-10 years of must pay debt	Risks are the financial cost. 90 days gives some breathing room to the first scenario, but not a lot	Select an experienced lending partner that can deliver on timing and the best combination of price, proceeds and term. Potentially decrease exposure to transfer taxes and property taxes by exercising AHA's option purchase the land and to ground lease (although this complicates the underwriting)
3	Pay off loan with AHA reserves	Meets deadline. Extends deadline to perform to more than 90days. Most cost effective (AHA charge interest to offset lost investment income). Allows the most flexibility on timing to work on operational issues and to refinance at a later date. Provides substantial unrestricted annual cash flow to the agency. No need to create SAE immediately.	Opportunity cost - May slow other preservation or production activities that rely on a cash balance. Reduces the substantial liquidity that AHA has previously shown to other creditors (but AHA will continue to provide sufficient liquidity, just less additional reserve funds).	Low risk that the properties cannot be refinanced at a later date. Low risk that interest rates will rise.	Future interest rates may decrease. For liquidity, AHA expects other funds (developer fee, County assessor refunds, other cash flow from operations) to come in that continually add to liquidity.
4	3rd party bridge loan	Keeps AHA's reserves intact for other uses. Extends deadline for refinancing strategy. May not need an SAE immediately. Not a long term commitment	Costly product that usually is more cost effective on the multi-year term, rather than the short term (i.e. less than one year). Increases leverage on AHA assets. Requires all new underwriting of the sites and AAHC/AHA as guarantors.	Timing risk - This would require a new selection and underwriting process to happen very quickly. There is a fairly high risk that this cannot meet the 8/1 deadline.	There are few mitigations that can offset the timing risks of this strategy. It may be possible to get a loan from one of the current bidders, but that may require their take out product.
5	Creation of a Single Asset Entity	Lender preference. Limits liability.	May trigger transfer taxes on the change of ownership. Likely would require the properties to file the annual welfare exemption. Administratively burdensome and costly. Requires maintenance, annual state taxes and its own audit.	Greater risk of receiving only a partial property tax exemption.	HUD may also have a preference for single asset entities of the Housing Authority (as opposed to AAHC ownership).



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Board of Directors

From: Radha Mehta, Management Analyst

Prepared By: Radha Mehta, Management Analyst

Date: May 20, 2026

Re: Ratify the Housing Authority of the City of Alameda (AHA) Board of Commissioners' decision to Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Aleshire & Wynder, LLP for General Counsel services with a maximum contract amount not to exceed \$250,000 for a three-year term, with two 1-year options.

6.D.

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## **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. This contract may include items billed to Island City Development (ICD) and Alameda Affordable Housing Corporation (AAHC).

## **DISCUSSION**

On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services. AHA received 12 proposals from legal firms, including Aleshire & Wynder, LLP. In the proposals, the firms 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 firms with the experience in General Counsel services were selected to interview with the Committee. The interview panel was composed of AHA staff and the Housing Authority of County of Alameda's Deputy Executive Director. This panel interviewed four firms on May 1, 2026: 1. Aleshire & Wynder, LLP (A&W) 2. Reno & Cavanaugh LLP 3. Burke Williams Sorenson, LLP and 4. Burns Law Group. The proposals and interview notes were also reviewed by a Board Member. A&W was ranked first by the panelists for General Counsel services. A&W's presentation is attached to this memorandum.



Staff recommends contracting with A&W to provide as-needed General Counsel services, with Adrian R. Guerra serving as General Counsel. A&W has worked with numerous public agencies, such as housing authorities, local agencies, and other public entities. The firm has extensive experience advising the governing bodies of public agencies, providing legal guidance on issues involving the Brown Act, the California Public Records Act, conflicts of interest, and parliamentary procedure. During Adrian R. Guerra's roles as General Counsel and Special Counsel for housing authorities, he has worked extensively with the Housing Choice Voucher and Public Housing programs, complaints filed with the U.S. Department of Housing and Urban Development and the California Civil Rights Department, and he also serves as a hearing officer in hearings to challenge housing authority administrative decisions. Their offices are located in Irvine, Los Angeles, Riverside, Fresno, and Oakland, and they have provided legal services since 2003.

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 A&W at actual cost. Travel between attorney offices (Irvine, Los Angeles, Fresno, Bay Area, or San Diego) and the Agency's office will be limited to a maximum of 2.5 hours each way, billed at a rate of \$250 per hour. Travel within Alameda County for attendance at in-person meetings, court appearances, depositions, administrative hearings, or other meetings and appearances will be billed based on actual travel time each way at a rate of \$250 per hour.

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
Aleshire & Wynder, LLP	General Counsel	\$340	\$350	\$360	\$370	\$380
	Senior Associates	\$320	\$330	\$340	\$350	\$360
	Associates	\$300	\$310	\$320	\$330	\$340

**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 additional two-year term, if the Board chooses to extend the term of the agreement.

**CEQA**

Not applicable.

**RECOMMENDATION**

Ratify the Housing Authority of the City of Alameda (AHA) Board of Commissioners' decision to Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Aleshire & Wynder, LLP for General Counsel

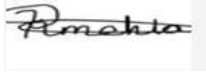


services with a maximum contract amount not to exceed \$250,000 for a three-year term, with two 1-year options.

**ATTACHMENTS**

1. Aleshire & Wynder General Counsel Presentation
2. Aleshire & Wynder - Draft General Counsel Agreement

Respectfully submitted,



Radha Mehta, Management Analyst

**Aleshire & Wynder, LLP**

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Housing Authority of the City of Alameda  
Proposed General Counsel  
May 20, 2026

1

**Adrian R. Guerra, Esq.**  
Proposed General Counsel

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- Education
  - BS, University of Southern California, 1996
  - JD, Boston College Law School, 2000
- Equity Partner and on Management Team of A&W
- Current Positions
  - General Counsel for the Santa Clara County Housing Authority
  - City Attorney for the Cities of Irwindale, Grand Terrace, and La Cañada Flintridge
  - Special Counsel for the Housing Authority of the City of Alameda, Los Angeles County Development Authority, and Housing Authority of the City of Los Angeles



2

# Michelle Hernandez, Esq.

## Assistant General Counsel

- Education
  - UC Law San Francisco (formerly UC Hastings), San Francisco, JD, 2017
  - University of California, San Diego, BA, 2011
- Current Positions
  - Deputy City Attorney for the Cities of Cupertino, Yuba City, Sanger, Madera and Irwindale
- Practice Areas
  - Land Use & Zoning
  - Public Contracts
  - Utilities / Energy
  - Housing
  - Public Finance
  - Real Estate / Title
  - Telecommunications
  - Water



3

# Jamie Traxler, Esq.

## Deputy General Counsel

- Education
  - Chapman University Dale E. Fowler School of Law, JD, 2019
  - Arizona State University, BA, Magna Cum Laude, 2015
- Current Positions
  - Assistant City Attorney for the Cities of Irwindale and Grand Terrace
  - General Counsel of Isla Vista Community Services District
- Practice Areas
  - Land Use & Zoning
  - Public Contracts
  - Housing
  - Labor & Employment
  - Litigation & Appellate Law
  - First Amendment/Constitutional Law
  - Unlawful Detainer



4

## One Firm, Fully Integrated Support

When you hire A&W you don't just get the attorneys list – you gain the strength of our entire firm



7 Locations: Irvine, Los Angeles, Riverside, Fresno, Oakland, Westlake Village and San Diego



75 Attorneys ranging from Equity Partners, Partners, Of Counsel, Senior Associates and Associates



5 Paralegals and over 40 Support Staff

Our Oakland office is home to specialists in environmental, labor & employment, public contracts, housing, land use and more.

5

## One Stop Shop General Counsel to Public Agencies

### General

- Land Use & Zoning
- General Litigation
- Constitutional Issues
- Service Contracts
- Public Works Contracts
- Brown Act
- Public Records
- Conflicts of Interest
- Franchises
- Refuse
- Fees and Taxes
- Risk Management
- Real Estate

### Specialty


- Economic Development
- Successor Agencies/Redevelopment and Housing
- Eminent Domain
- Toxic and Hazardous Waste
- Utilities (Energy, Waste, Sanitation)
- CEQA and Endangered Species
- Public Finance
- Election Law
- Code Enforcement
- Marijuana
- Water
- Education
- Mobile Home Parks
- Prevailing Wage Law Compliance
- Labor & Employment

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## Role of the General Counsel

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- Do not determine policy
- Advise on the law
- Provide options and strategy
- Connect the dots with the big picture in mind...spotting issues
- Keep the client up to date on projects and on applicable law
- Be available and easy to communicate with



7

## General Counsel to Public Agencies

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Brown Act & Parliamentary Procedure

Conflicts of Interest

Public Records Act & Freedom of Information Act

Contract & Procurement

Planning, Zoning & CEQA

8

## Implementation of Governing Federal Regulations

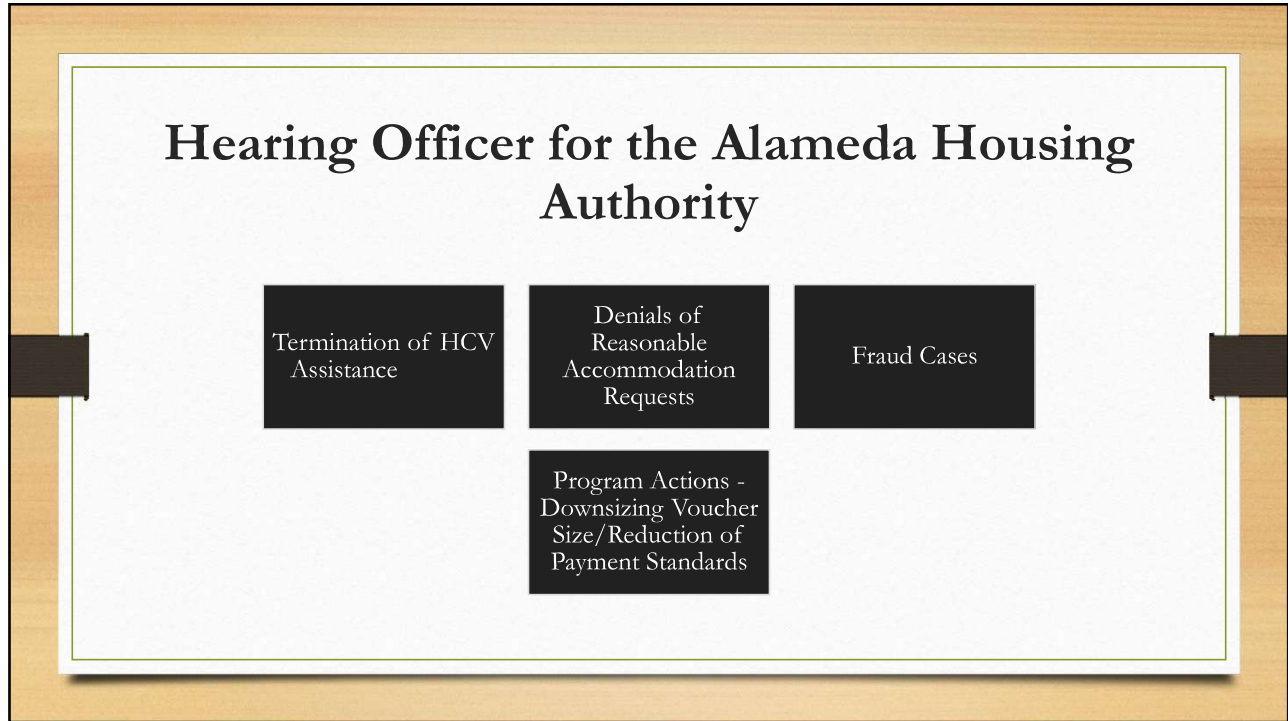
- Provided legal analysis of federal regulations governing public housing and Section 8 programs
- Advised LACDA on implementation of federal regulations through ACOP for public housing
- Advised LACDA and Santa Clara County Housing Authority regarding Administrative Plan for Section 8/HCV Program

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## Section 8 Terminations

Advise	Advised on whether sufficient evidence exists to terminate Section 8 assistance in accordance with federal regulations and Administrative Plan
Represent	Represented LACDA in various informal hearings as part of termination process
Defend	Defended LACDA and SCCHA in writ of mandamus proceedings challenging client decisions

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**Defense Against HUD/CA Civil Rights Dept. Discrimination Complaints**

- Experience regarding Civil Rights Act of 1964, Rehabilitation Act, Fair Housing Act, FEHA, ADA
- Defend complaints filed with HUD and FEHA whereby Section 8 participants or Public Housing tenants allege discrimination by the Housing Authority
- Examples of allegations include denial of reasonable accommodation requests, mistreatment or wrongdoing by staff, and failure to implement policies fairly
- Need to ensure that HUD/FEHA understand background of case and not let the complainant steer the investigation

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## Client Training

- Trained client staff on Contracts, Public Records Act, and Conflicts of Interest
- Trained LACDA hearing officers regarding how to conduct informal hearings
- Trained LACDA Section 8 staff regarding fair housing, applicable discrimination laws, reasonable accommodation procedures and analysis, LEP, VAWA
- Trained AHA Staff regarding informal hearing process



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## Why our Firm and Team Partners Well with AHA

- Our firm is 100% dedicated to public agencies
  - Rates will be lower than private client firms
  - We can provide a one-stop shop for all legal issues pertaining to a housing authority
  - We bring viewpoints from other public agencies on common public agency issues
- We combine knowledge and experience serving as general counsel and providing substantive housing law experience
- Our team is easy to work with, accessible, and structured to get the work assigned to the right person for a quicker response and in the least costly way



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## How Our Firm Furthers the Mission of Our Clients

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- Keeping the client up to date with new laws and regulations
- Understanding the national, state and local issues that may affect the agency
- Participating in or contributing towards events conducted by the agency for their community

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## Mission Statement: 7 Core Values

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OUR MISSION IS TO DELIVER TO OUR CLIENTS THE FOLLOWING:

- ❖ Expertise
- ❖ Focus and Timeliness
- ❖ Creativity
- ❖ Accountability
- ❖ Cost Control
- ❖ Integrity and Impartiality
- ❖ Commitment

Our 20+ year relationships with our public clients are continuing testimony to our long-term successful achievement of this mission.

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**CONSULTANT SERVICES CONTRACT**

**THIS CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this May 21, 2026 ("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, LLP a California Limited Liability Partnership located at 1 Park Plaza, Suite 1000, Irvine, CA 92614 (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 April 30, 2029, 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 pursuant to the terms of this Agreement, 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 be liable or obligated to perform Services in excess of 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 in accord with this Agreement 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.

2.6 Fidelity Bond: If Consultant, its officers, employees, subcontractors, agents, volunteers, or representatives interact with money or securities in or arising out of the performance of this Agreement, Consultant shall maintain a fidelity bond that fulfills the following requirements.

AHA must be designated as the obligee, and Consultant as the principal.

Consultant's fidelity bond must be for a minimum of the sum of the gross potential rental income for two months plus the amount of the security deposits for property management services.

Consultant's fidelity bond must provide blanket coverage that includes Consultant and all its officers, employees, subcontractors, agents, volunteers, or representatives who may have access to money and securities arising out of or in connection with the Consultant's performance of this Agreement.

The bond shall cover losses including, without limitation, those arising from forgery or alteration, computer fraud, funds transfer fraud, counterfeit money and money orders, burglary, robbery, theft, embezzlement, employee dishonesty, and misplacement of money and securities.

The bond shall not contain a condition requiring arrest and conviction.

Prior to the commencement of the work, Consultant shall deliver to AHA an assurance letter, or similar documentation, from the bonding company or agency declaring the type of bond, the obligee (AHA) and principal (Consultant), amount of coverage, coverage period, and the annual cost of the bond.

### 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 Two Hundred Fifty Thousand Dollars(\$250,000), 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. Consultant shall not be liable or obligated to perform Services in excess of the fee stated in this section.

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 and Consultant's candidate has accepted an offer that has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to [accountspayable@alamedahsq.org](mailto:accountspayable@alamedahsq.org) or on the AHA's vendor portal.

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
ATTN: Vanessa Cooper  
(510) 747-4320

Email: [vcooper@alamedahsg.org](mailto:vcooper@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, the date of performance, the associated time for completion; and an invoice total.

All contracts over \$5,000 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.

Consultant 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.. 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.

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 To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless, including the cost to defend, the Housing Authority of the City of Alameda, its affiliates Alameda Affordable Housing Corporation and Island City Development, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, volunteers, agents, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, independent contractors, agents, or representatives in the performance of services under this contract. This indemnity does not apply to liability for damages arising from the sole negligence or willful acts of Indemnitees. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

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 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 are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

10.4 These defense and indemnity obligations shall survive the termination and expiration of this Agreement and are independent of and not in any way limited by the insurance requirements of this Agreement.

#### 11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify, defend, and hold AHA harmless, Consultant shall procure and maintain, or cause to be maintained, at its sole cost and expense, insurance coverage in compliance with Exhibit C on or before the commencement of the terms 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. With reasonable notice, Consultant shall provide free access to the representatives of AHA or its designees to such books and records during normal business hours; 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 the performance of 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 R. Guerra  
1 Park Plaza, Suite 1000  
Irvine, CA 92614  
aguerra@awattorneys.com  
(949) 223-1170

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, 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 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. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. 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 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.

20.5 Removal and Replacement of Consultant Employee. If Consultant's staff member assigned to perform direct hire placement services for the AHA is: a) determined unsatisfactory by AHA, or b) terminates employment with Consultant while working at AHA, Consultant agrees to notify AHA in writing within four business hours for confirmation of the assignment of another qualified Consultant employee who will report to the job on the next business day as a replacement.

## 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, including, but not limited to state prevailing wage laws to the extent applicable, 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, AHA may offset the amount disallowed from any payment due to Consultant under this Agreement.

**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 applicable to the Services 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 accord with this Agreement 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 set forth in this Agreement. In the event that there is a conflict between the various laws or regulation 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 at the relevant contract rates.

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

32.7 **Limitation of Liability.** Circumstances may arise where, because of a default on Consultant's part or other liability, the AHA is entitled to recover damages from Consultant. Regardless of the basis on which the AHA is entitled to claim damages from Consultant (including breach, negligence, misrepresentation, or other contract or tort claim), Consultant's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to four times the contract amount of this Agreement.

32.8 Under no circumstances is either party liable to the other for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

32.9 EXCEPT AS SET FORTH IN EXHIBIT A, CONSULTANT MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

**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). Notwithstanding anything to the contrary in this Agreement or any exhibit hereto, AHA acknowledges that this Agreement is not a contract for construction or repair services; Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, the following requirements only to the extent they are applicable, and only to the extent as such federal laws, rules, regulations and Executive Orders may have been modified, amended, supplanted or rescinded:

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. **BUILD AMERICA, BUY AMERICA COMPLIANCE**

34.1 Applicable law: Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Build America, Buy America Act is defined in 2 CFR 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) Additional details on fulfilling the BABA requirements can be found at [https://www.hud.gov/program\\_offices/general\\_counsel/build\\_america\\_buy\\_america](https://www.hud.gov/program_offices/general_counsel/build_america_buy_america).

#### 34.2 BABA Compliant/Non-BABA Compliant Proposal Submission Requirements .

Consultant has complied with, and shall continue to comply with, the following requirements in connection with the procurement relating to this Contract (for purposes of this section 34, the term "bidder" means the Consultant):

Consultant submitted both BABA compliant and non-BABA compliant proposals:

The AHA is requiring bidders responding to this solicitation to provide alternative responses depending on whether the bidder responding to the solicitation is successfully able to find the necessary BABA compliant products:

- i. Bidders that are successful in finding needed BABA compliant products shall respond to this solicitation with two responses: one that is BABA compliant and one that is not;
- ii. Bidders that are not successful (or only partially successful) shall respond by submitting a complete response that is not BABA compliant as well as a response that indicates that the bidder was unable to find the necessary BABA compliant products, and submit documentation compliant with the following minimum due diligence search requirements in lieu of a BABA compliant response to the solicitation:
  - (1) For micro purchases as defined by 2 CFR part 200 with procedures described in 2 CFR 200.320):
    - a. Bidder must search for the required product using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
    - b. If none of the top 10 results of the search indicate that the product is made in America, the bidder is not required to search further;
    - c. If one or more of the search results indicates the product is made in America, the bidder must take the additional step of contacting the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product maker either confirms that the product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the bidder is not required to search further.
  - (2) For small purchases as described in procedures in regulations at 2 CFR 200.320(a)(2):
    - a. Bidder must search for the required product using at least two search attempts either using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
    - b. If none of the top 20 results of both searches indicate that the product is made in America, bidder is not required to search further;
    - c. If one or more of the search results indicates the product is made in America, bidder is to contact the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product makers either confirm that the maker’s product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the bidder is not required to search further.
  - (3) For purchases that meet or exceed the simplified acquisition threshold amount as defined 2 CFR 200.1:
    - a. The bidder must search for the required product using at least three search attempts either using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
    - b. If none of the top 30 results of both searches indicate that the product is made in America, the bidder is not required to search further;
    - c. If one or more of the search results indicates the product is made in America, the bidder is to contact as many makers as the search results indicate are made in America, up to a maximum of five products, by email or by phone to confirm that the product meets the BABA requirements for the product. If the contacted product makers either confirm that the maker’s product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within five business days, the bidder is not required to search further.
  - (4) Bidder shall document compliance with the minimum search requirements discussed above including:
    - a. Copies of searches used (e.g. PDF/JPEG copies of web pages showing search terms and results);
    - b. Copies of email correspondence with product makers;
    - c. Records of phone contacts with product makers, including;

- i. Dates and times of phone communications;
  - ii. phone numbers used;
  - iii. Whether the phone communication was successful in making it possible to reach a staff person for the product maker able to respond to questions about BABA compliance, or whether the attempt at communication was unsuccessful (e.g., left a message, phone line was busy, or phone line was disconnected);
  - iv. If the phone communication resulted in reaching someone, the name of the person contacted; and
  - v. Notes describing the substance of the conversation (e.g., manufactured product is assembled in U.S., but the manufacturer is uncertain whether 55% of the value of the materials/components are sourced in the U.S.).
35. **HUD Requirements.** Consultant agrees to comply with all relevant HUD requirements, including those set forth in the General Conditions for Non-Construction Contracts, form HUD-5370-C (11/30/2023), attached hereto as Exhibit "D" and incorporated as if fully set forth herein. In the event of a conflict between the provisions in the body of this Contract and Exhibit "D", the provisions set forth in Exhibit "D" shall prevail.
36. **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.
37. **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.
38. **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.
39. **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

[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 R. Guerra

Its: Partner

**"AHA"**

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

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

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

Carly Grob, Board of Commissioners Chair

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

**AHA Standards and Requirements for General Counsel**

- **Assignments of work:** Counsel is managed through the Executive Director, unless otherwise delegated. Work is generally assigned on an “as needed” basis apart from routine tasks and meetings. Counsel will perform only work which is authorized by AHA.
- **Billing:** Timely, accurate billing is expected, separated by case/project. Billing should include a statement of any past due amounts. Counsel must be paid through EFT or ACH.
- **Board Meetings:** Counsel shall attend meetings, including the AHA Board of Commissioners and its legal affiliates’ board meetings, as requested remotely or in person, as determined by the Authority.
- **Changes in the law:** Counsel will proactively alert the Authority to changes in the law or regulation that may impact its business.
- **Conflict of interest:** Counsel will not undertake any representation or other relationship that places it in an actual or potential conflict of interest position with any other entity. Counsel shall submit a conflict of interest statement annually in January using the follow link <https://form.alamedahsg.org/Forms/A4Gpo>. Counsel shall also inform AHA of any new conflicts of interest as soon as they occur. Counsel may be removed from specific projects where there is no waiver or letter for joint counsel. Counsel or firm shall be responsible for timely disclosure of all current and known future projects which may cause conflict of interest during the contract. Any consent and/or waiver to the conflict must be obtained in writing and is generally only given with Board approval. Counsel or firm will provide conflict of interest waivers, letters of joint representation etc. for the Board to review for all conflicts within 60 days of the award or amendment and when new conflicts arise.
- **Deadlines:** AHA is a fast-paced and rapidly-growing agency with a wide range of legal needs, some of which are needed at short notice. Work products shall be provided within 2 business days unless a different deadline is agreed between the firm and the Executive Director or designee. Routine communications via phone and/or emails shall be responded to within 24 hours, except for weekends and holidays. Counsel will meet deadlines as agreed and provide routine updates.
- **Fair Housing:** Counsel is required to promote fair housing and comply with the Fair Housing Act and fair housing laws and regulations.
- **Form 700:** General Counsel (and other counsel as necessary) shall submit a California Form 700 (Statement of Economic Interest) within 30 days of the contract being signed and annually thereafter in accordance with state timelines. This shall be submitted through AHA’s online system.
- **Insurance:** See also insurance requirements via Exhibit E- Attachment C. Counsel shall submit proof of insurance upon contract execution and annually in January and must include AHA and its affiliated entities as additionally insured. Counsel must also have Cyber Liability insurance.
- **Records:** All documents and products created by the General Counsel and any subcontractors exclusively for AHA, shall become the exclusive property of AHA. Counsel shall be required to retain all pertinent records in accordance with AHA’s Records Retention Schedule and for a minimum of the duration of the contract, plus additional years, as indicated by AHA’s Record Retention Schedule.-Counsel has been provided with the Record Retention Schedule- AHA, HUD, and the Comptroller General of the United States shall at all times have access to any books, documents, papers, and records of the Counsel which are directly pertinent to the specific contract for the purpose of audit, examination, or for excerpts or transcripts.
- **Replacement Counsel:** Firm shall provide replacement counsel to meet expectations if assigned counsel is unavailable.
- **Response to Auditors:** Counsel will be required to respond timely to requests from the Authority’s outside auditors annually.
- **Staff meetings/reports:** Counsel may be required to attend a weekly or monthly meeting and/or provide a weekly or monthly written report as determined by the Authority.
- **Subcontractors:** Counsel will hire only additional counsel (sub-contractors) with the express written authorization of AHA. All subcontractors are subject to the approval of AHA.

- **Use of AHA's case management system of record:** Counsel is required to utilize and upload legal case documents timely to Authority's assigned software, currently MyCase. A license and training will be provided by AHA.
- **Work standards:** All work to be performed by AHA's Counsel is to be performed in accordance with professional standards, HUD regulations, requirements and criteria and local codes, regulations, ordinances, and statues. All documents produced under contract to AHA must be submitted in a format to which both parties agree.
- **Evaluation:** General Counsel may be evaluated by the Board and Executive Director periodically as needed and especially before any contract renewal or extension. The Evaluation will occur in closed session to the extent permissible by law.

### **General Counsel**

- Confer with and advising the officers, employees, and members of the Board of Commissioners of the Authority on legal matters and issues when requested.
- Provide regular and timely updates to key legislation, policy or regulation changes that impact the activities of AHA and its affiliated entities, including but not limited to State and Federal law changes for government agencies, public officials-and housing and HUD regulations.
- Research, interpret laws, proposed legislation, case law, and other statutory authorities pertaining to Federal, State and local government on the following topical areas: housing, housing programs, affordable housing finance, real estate development, procurement, and contracts.
- Research, interpret, and provide legal guidance on administrative and governance matters, including but not limited to, matters under the Freedom of Information Act and-California Public Records Act, the Ralph M. Brown Act, Political Reform Act, and similar laws. Prepare articles of incorporation, partnership agreements, bylaws, resolutions, and similar documents for Authority and its affiliates as needed.
- Provide routine legal guidance and consultation on matters relevant to Authority 's functional areas such as Housing Programs, Real Estate Development, Asset Management, Human Resources, Finance, Administrative Services, and Information Technology, as needed.
- Attend weekly legal "General Counsel (GC) office hours" meeting with the Executive Director and staff at a fixed time and provide guidance on issues discussed.-An advance agenda is provided. Provide timely updates to GC meeting agenda items and issues discussed in the GC meeting.
- Respond to or assist staff in responding to legal notices. Represent the Authority before courts of law and administrative agencies, if requested.
- When litigation commences and General Counsel is appointed as lead counsel, lead preparation of a defense, update the Authority as necessary, act as lead counsel including but not limited to court appearance, pretrial preparation, filing of motions, discovery and negotiations, provide legal research, legal analysis, factual information, investigations. (Note: most litigation is contracted with the insurer's chosen legal provider under a separate contract with the insurance provider).
- Prepare legal opinions, position papers, oral or written reports on any matters outlined above and advise the Board of Commissioners and staff, accordingly. Recommend the retention of specialized legal counsel, when appropriate
- Review all hearing decisions prior to issuance.
- Review of Public Records Act requests, county records, and legal documents, papers, contracts, agreements, upon request and such other legal drafting may be required.
- Provide annual in-person training of staff and Board on Brown Act and Public Records Act.
- Provide, with Staff input, a quarterly written legal update to the Board.
- Conduct conflict of interest reviews in relations to Board members, Staff and Vendors.

#### General Counsel role relating to Public Meetings and Board business.

- In-person attendance and guidance during any and all Housing Authority Board of Commissioners meetings (regular or special) and all affiliate Board meetings.
- Review all agendas before publication, as to form and consistency between captions and memos. Review the content of memos that relate to compliance with Board, and HUD, matters and on-any agenda items where General Counsel are also lead counsel or a review is requested. Provide comments in accordance with the Authority's Board preparation timeline and in the Authority's designated software system.

- Be available for questions and consultation from 12 noon – 2pm on the day of packet publication and from 12 noon -2pm on the day of the Board meeting.
- The attorney attending the meeting will ensure they have reviewed the Board packet prior to the meeting.
- Attend a monthly pre-board meeting with Board Chair and Executive Director (remote).
- Attend the Board of Commissioner and all affiliate Board meetings in person.-Respond to questions and interject in the meeting, if needed, and address any issues of legal, bylaw or Robert's rules compliance.
- Guide closed session discussions during meetings (except Executive Director's evaluation). to ensure Brown Act compliance.
- Review draft minutes and approve final as to form only. Ensure form of minutes and agendas comply with the Bylaws.

**EXHIBITS**  
**FEE SCHEDULE**

Consultant Name Aleshire & Wynder, LLP	Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
<b>General Counsel Services</b>	Partners	\$340	\$350	\$360	\$370	\$380
	Senior Associates	\$320	\$330	\$340	\$350	\$360
	Associates	\$300	\$310	\$320	\$330	\$340

**Travel time for attorneys will be billed in accordance with the following structure:**

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

- Travel between Attorney offices (Irvine, Los Angeles, Fresno, Bay Area, or San Diego) and the Agency’s office will be limited to a maximum of 2.5 hours each way, billed at a rate of \$250 per hour.
- Travel within Alameda County for attendance at in-person meetings, court appearances, depositions, administrative hearings, or other meetings and appearances will be billed based on actual travel time each way at a rate of \$250 per hour.
- Travel between Attorney offices (Irvine, Los Angeles, Fresno, Bay Area, or San Diego) to other locations on behalf of the Agency, such as Sacramento or Washington, D.C., will be billed based on actual travel time each way at a rate of \$250 per hour.
- Travel expenses, including mileage or other transportation costs, will be billed in accordance with the Housing Authority of the City of Alameda’s Travel Procedures (Attachment F). Mileage reimbursement will be calculated using the current IRS mileage rate, when applicable.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS FOR CONSULTANTS**

Consultant shall procure and maintain for the duration of the Agreement, 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:

- **IF APPLICABLE: Tenant Discrimination:** For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under the California Civil Rights Department (CRD) and HUD in Consultant's Commercial General Liability policy, or Professional Liability/Errors and Omissions (E&O) policy, or in a separately maintained Tenant Discrimination insurance policy.
- **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 \$2,000,000 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.
- **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 \$1,000,000 for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the Agreement.
- **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.
- **IF APPLICABLE: Sexual Abuse or Molestation (SAM) Liability:** Consultants that may interact with children or vulnerable adults must retain SAM insurance. If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

- **IF APPLICABLE: Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 in the aggregate. 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the Consultant is accessing, collecting, storing, or transferring Personally Identifiable Information (PII), Personal Health Information (PHI), Payment Card Information (PCI), or medical information on staff, tenants, 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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology service (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 must be no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate.

- If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement 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 Agreement 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 Agreement effective date, the Consultant 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 Professional Liability policy, such property coverage of the AHA may be endorsed onto the Consultant's 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 legal affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries and legal affiliates, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (Additional Insureds), are to be covered as additional insured on the CGL policy and, if applicable, the Cyber Liability 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. If CG 20 10 11 85 is not available, endorsement must be at least as broad as the addition of both CG 20 10 and CG 20 37; or CG 20 38 and CG 20 40.
- **Primary Coverage:**
  - For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory with coverage at least as broad as ISO CG 20 01 04 13 as respects Additional Insureds.
  - Any insurance or self-insurance maintained by Additional Insureds shall be excess of the Consultant's insurance and shall not contribute to it.
- **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.
- **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 immediately terminate this Agreement.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to 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.
  - Consultant shall furnish AHA with a complete copy of any Excess/Umbrella policies, with all endorsements, maintained by Consultant before work begins.
  - 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 Risk 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-C1**  
**GENERAL CONDITIONS FOR NON-CONSTRUCTION**  
**CONTRACTS**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370C1.pdf>



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Board of Directors

From: Sylvia Martinez, Director of Housing Development

Prepared By: Richa Nanavati, Housing Development Specialist

Date: May 20, 2026

Re: Hold a Public Hearing on the Alameda Affordable Housing Trust Fund Guidelines.  
7.A.

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## **BACKGROUND**

In July 2021, the Alameda Affordable Housing Corporation (AAHC) created the Alameda Affordable Housing Trust Fund (AAHTF) to provide a permanent local funding source for affordable housing in the City of Alameda. The AAHTF was capitalized with a \$7.5 million grant from the Housing Authority of the City of Alameda (AHA), and subsequently received \$2.5 million in matching funds from the State of California Local Housing Trust Fund (LHTF) Program. The LHTF program was funded by the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1), and is administered by the California Department of Housing and Community Development (HCD). In addition, the AAHTF received a match of \$1,000,000 for \$2,438,000 in local funds for their third award. During the fifth round of funding in 2025, AAHTF was awarded \$359,474.75 (This is less than the requested amount of \$1,000,000, due to funding limitations. The lower award reduces AAHC's required local match).

Two of the LHTF awards have been implemented at Estuary I and Linnet Corner. The two remaining awards, Estuary II and Independence Plaza remain to be utilized. There are no planned funding applications for the LHTF Program at this time. However, there are ongoing requirements for participation in the program. Staff has completed all required LHTF annual reporting and posted them on the AAHC website, in addition to the current pipeline of projects.

The LHTF program requires that there is an annual public hearing to hear comments on the AAHTF guidelines, for the purpose of discussing the criteria that will be used to select projects to be funded. Public examination of the guidelines of the Alameda Affordable Housing Trust Fund is vitally important to AAHC's focus on transparency and commitment to building affordable homes within the City of Alameda.



## **DISCUSSION**

Staff initially published a Call for Comment on the AAHC website on March 9, 2026, to meet the 30-day timeline under the LHTF program. Information about the Public Hearing was also posted on AHA's social media profiles. Subsequently, the Public Hearing was postponed to May 20, 2026. To meet the new 30-day notice period, staff updated the date on the agency website and two social media profile posts by April 20, 2026, as well as the physical notice outside the meeting room on April 15, 2026. The current AAHTF guidelines (2023) are attached, as well as the flyer advertising the public hearing. This year, staff is not requesting any specific changes to the guidelines. The Board may wish to suggest changes based on its review and public input.

Written Public Comments: Public written comments will be included as they are received.

If the Board suggests changes to the guidelines, staff will present amended guidelines for approval at the June 2026 AAHC Board of Directors meeting. Staff will continue to analyze available funds, identify eligible projects, and make award recommendations in 2026 if funds are available.

## **FISCAL IMPACT**

Holding the hearing to stay in compliance with the State Local Housing Trust Fund program provides additional opportunities to dedicate funds and receive matching funds for affordable housing projects of all types.

## **CEQA**

Not applicable.

## **RECOMMENDATION**

Hold a Public Hearing on the Alameda Affordable Housing Trust Fund Guidelines.

## **ATTACHMENTS**

1. AAHTF 2023 Guidelines
2. AAHC 12A AAHTF Public Hearing - MAY 2026 Presentation
3. AAHTF Public Hearing Flyer - 2026

Respectfully submitted,  
Richa Nanavati  
Sylvia Martinez, Director of Housing Development



# **ALAMEDA AFFORDABLE HOUSING TRUST FUND**

## **Administrative Guidelines**

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**Alameda Affordable Housing Corporation**

701 Atlantic Avenue  
Alameda, CA 94501

As adopted by the Board of Directors on April 19, 2023

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# **Alameda Affordable Housing Trust Fund**

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## **Chapter 1: Statement of Purpose**

The purpose of the Alameda Affordable Housing Trust Fund, (AAHTF), is to assist in the creation and preservation of affordable housing in the City of Alameda for the benefit of low-income households.

## **Chapter 2: Definitions**

1. “Area median income” or “AMI” is established for metropolitan areas or non-metropolitan counties by the U.S. Department of Housing and Urban Development (HUD), pursuant to 42 U. S. C. Chapter 1437 et seq., to establish local income classification levels. These classifications are also used in California housing law with respect to income eligibility limits.
2. “Affordable Housing” for purposes of these Guidelines shall mean rental housing that is affordable to low and/or very-low income households.
3. “Extremely low-income household” shall mean a household having an income not exceeding thirty (30) percent of AMI adjusted for household size.
4. “Very low income household” shall mean a household having an income not exceeding fifty (50) percent of AMI adjusted for household size.
5. “Low income household” shall mean a household having an income not exceeding eighty (80) percent of the AMI adjusted for household size.
6. “Moderate income household” shall mean a household having an income between eighty (80) percent to one-hundred-twenty (120) percent of the AMI adjusted for household size.
7. “State of California Local Housing Trust Fund Program” shall mean the Local Housing Trust (LHTF) Program, funded by the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) and administered by the California Department of Housing and Community Development (HCD).

## **Chapter 3: Housing Trust Fund Established.**

1. On July 21, 2021, the Alameda Affordable Housing Corporation (AAHC) established a trust fund for a special revenue account under the name of the “Alameda Affordable Housing Trust Fund”.
2. Grants from the Housing Authority of the City of Alameda shall become AAHTF property and shall be deposited directly into the AAHTF. Other private and public funding may also be deposited, from time to time, for use as part of the AAHTF.
3. The AAHTF may accept donations from individuals or organizations. Such donations may be designated for a specific project or purpose and may carry additional terms, so long as it is not in conflict with these guidelines, or with the guidelines of the Local Housing Trust Fund Program (Housing and Safety Code (HSC) Section 50843.5, as may be updated and amended.
4. Any funds specifically awarded utilizing a match from the State of California LHTF Program must meet the current guidelines of that program for both the local and State match.
5. The AAHTF may accept land as a donation, with the understanding that the property will be utilized subject to a subsidized ground lease for projects subject to a LHTF match application or award.
6. All monies remaining in the AAHTF at the end of any fiscal year, whether or not expended, remain AAHTF property. All repayments of principal and interest from an AAHTF loan remain AAHTF property.
7. Initial Grant – An initial grant shall be made through a legally binding commitment from the Housing Authority of the City of Alameda and shall be used for purposes of the AAHTF to create affordable housing.
8. Dedicated ongoing funding source – On an ongoing basis, for a period of up to 5 years, the Housing Authority of the City of Alameda has committed a share of its unrestricted general funds/annual operating revenue. Estimated at \$60,000/year for a period of five years, these funds will be deposited by 9/15 of each year and used to offset costs of operating the AAHTF. Conditioned on an award from the State of California Local Housing Trust Fund Program, the Housing Authority will commit to an additional 5 years of ongoing deposits, with a 10% increase, estimated at \$66,000/year.

## **Chapter 4: Management**

1. The Housing Authority of the City of Alameda shall serve as the Manager of the Affordable Housing Trust Fund. The responsibilities of the Manager shall include:
  - a. Maintaining all records of the AAHTF.
  - b. Assisting prospective applicants requesting AAHTF support in the preparation and presentation of their applications.

- c. Monitoring the use of monies distributed to successful applicants for AAHTF support to assure ongoing compliance with the purposes of the AAHTF and the conditions under which these monies were granted or loaned.
  - d. Reporting annually to the AAHC Board of Directors regarding the operation and activity of the AAHTF.
  - e. Submittal of any required reports or documentation to the Local Housing Trust Fund from the California Department of Housing and Community Development Department.
2. The Manager shall be responsible for the following:
- a. Disbursing and collecting AAHTF monies.
  - b. Maintaining and managing a separate account or accounts for AAHTF monies.
  - c. Maintaining financial records for the AAHTF.

## **Chapter 5: Distribution and Use of Housing Trust Fund Assets**

1. Distributions may be made to private or public, profit or non-for-profit entities.
2. The types of investments the fund may make must be development, construction and permanent loans or other similar disbursements deemed necessary and appropriate to fulfill the purposes of the AAHTF, if in compliance with Health and Safety Code (HSC) Section 50843.5. For loan terms, see Term Sheet below.
3. Organizations or individuals bestowing a gift or grant to the AAHTF may specify how such a gift or grant may be used. If the gift or grant has not been used for such purpose within a reasonable amount of time, or a time period specified as a condition of the gift or grant, the gift or grant shall be returned upon the request of the donor. Such requests must be in compliance with Health and Safety Code (HSC) Section 50843.5.
4. Types of Eligible Projects and Eligible Costs in which the AAHTF shall invest include:
  - a. Creation of new affordable units through new construction or adaptive reuse.
  - b. Preservation of existing affordable units through rehabilitation.
  - c. Conversion of market rate units to affordable housing units, only if the units are less than three years old.
  - d. Predevelopment loans/grants to assist non-profit and for-profit developers with project feasibility studies, site acquisition and preliminary design studies for potential affordable housing projects.
  - e. Administrative costs for the AAHTF for up to 5% of each AAHTF loan.
5. Spending of AAHTF funds on preservation projects, shall not exceed 25% of all funds available per LHTF application cycle.
6. First priority in all disbursements shall be given to new construction and adaptive

reuse developments that are on land owned by the Housing Authority of the City of Alameda or one of its affiliates and, if a Low Income Housing Tax Credit (LIHTC) project, that provide a right of first refusal (ROFR) to the Alameda Affordable Housing Corporation, or its designee, after the initial tax credit compliance has been met. The General Partner of this development must actively facilitate the use of the ROFR, through language in the limited partnership agreement.

7. Priority in all disbursement shall be given to preservation developments that are on land owned by the Housing Authority of the City of Alameda or one of its affiliates and, if a LIHTC project, that provide a ROFR to the Alameda Affordable Housing Corporation, or its designee, after the initial tax credit compliance has been met. The General Partner of this development must actively facilitate the use of the ROFR, through language in the limited partnership agreement.
8. Priority in all disbursements shall be given first to housing projects that guarantee a term of affordability of at least 55 years together with full repayment of the AAHTF investment.
9. Priority in all disbursements shall also be given to developments that provide at least 25% of units that are permanent supportive housing opportunities.
10. Priority for developments in Moderate to Highest Opportunity Areas of the City of Alameda, per the California Tax Credit Allocation Committee methodology.
11. The term sheet identifies income groups that the AAHTF will serve. The percentages shown are minimum target amounts or maximum allowed amounts of funding that will be expended in each category, depending on the type of project. Administrative costs shall be deducted from these calculations. Regulatory Agreement affordability and income targets are in the Term Sheet below.
12. After the initial priorities have been met (#5-11 above), projects will be evaluated with respect to criteria that are consistent with AAHTF goals and policies. In addition, projects must demonstrate the following attributes:
  - a. At least one other funding source, which may include a subsidized ground lease, has been identified and committed and the project has received site plan approval for the proposed development.
  - b. Rental projects which benefit the highest percentage of very low- and low-income persons, provide the lowest rents, include a greater percentage of affordable units, or will maintain longer periods of affordability.
  - c. Rental projects that use program funds as a match or leveraging tool to stimulate the use of conventional and below-market resources, including tax credits, state, and federal funding programs, and/or other funding sources.
  - d. Rental projects proposed by an applicant with a successful history of project development and/or property management, as appropriate. Any new construction or adaptive reuse development must have a general partner/sponsor that can meet the minimum requirement of two 100% affordable new construction developments in the City of Alameda, in full compliance with all City of Alameda

or Housing Authority of the City of Alameda loans and contracts. In the case of a preservation project, the general partner/sponsor must meet the minimum requirement of owning two affordable developments in the City of Alameda.

- e. A Nonprofit Community or Government Organization receiving an AAHTF grant and/or loan must be a legally established tax-exempt nonprofit community organization recognized by the Internal Revenue Service and the Franchise Tax Board, a public agency, or other governmental agency.
- f. Security and equity requirements are in the Term Sheet below.

13. Loan and Underwriting Guidelines for the AAHTF are provided as an attachment to these Program Guidelines: The AAHTF Term Sheet is also included.

14. Private or public, profit or non-for-profit entities may contribute funds to AAHTF. Such funds may be used for their specific projects, and matched with State Local Housing Trust Fund funding, if successfully awarded. Entities looking to contribute funds and submit a project for consideration for submittal to the State shall submit to the AAHTF at least 90 days before the AAHC Board of Directors holds the Public Hearing on the AAHTF Guidelines (estimated as mid-April of every year). The proposal shall outline how the project meets State Local Housing Trust Fund Program's eligibility and fund commitment requirements, and the AAHTF adopted guidelines and priorities. Where there are competing projects for any one-year LHTF cycle, projects developed on AHA-owned land will be the highest priority although other projects can be considered in the application so long as the leverage is the same or exceeds that of the project developed on AHA-owned land.

# ATTACHMENT I

## Alameda Affordable Housing Trust Fund Loan and Underwriting Guidelines and Procedures

For purpose of the Alameda Affordable Housing Trust Fund (AAHTF), underwriting involves the analysis of project assumptions and risks to determine if the public investment is reasonable and the project can be expected to meet all applicable program requirements. The following are core components of the AAHC's underwriting and subsidy layering review of an AAHTF project. Required actions/procedures are noted at the end of each section. It is anticipated that the guidelines and review will occur at the application stage, within 90 days of loan funding and/or at construction loan closing.

### I. AAHTF LOAN AND UNDERWRITING GUIDELINES FOR NEW CONSTRUCTION AND ADAPTIVE REUSE PROJECTS

- A. **Sources and Uses Statement and Pro Forma** – There will be an examination of the sources and uses of funds for the proposed project and a determination that all project costs are reasonable. Before committing AAHTF funds the AAHC shall evaluate a proposed new construction or adaptive reuse projects to ensure that funds are invested such that the project is likely to succeed over time. The AAHC may assess all of the assistance that has been, or is expected to be, made available to that project, and take into account all the factors relevant to project feasibility, which may include, but are not limited to total development costs and available funds; impacts of restrictions from AAHTF and/or other sources of funding such as eligible costs, maximum subsidy limits, cost allocation, and rent/utility allowance limitations; rates of return to owners, developers, sponsors, or investors; and the long-term needs of rental projects and tenants.

**DOCUMENTATION:** The following elements may be reviewed and analyzed in forecasting project success:

1. **Sources and Uses Statement** – the sources and uses document shall include the following:
  - a. **Sources** - all sources, both private and public, of funds with dollar amounts and timing of availability for each source must be identified. Commitment letters or awards for all sources must be submitted at least 90 days before disbursement.
  - b. **Required Debt Coverage ratio/Positive Cash Flow requirement** – debt coverage ratio and cash flow requirements are described in the Term Sheet below.
  - c. **Senior Lender/Junior Lender loan types** – See Term Sheet below.

**ACTION TO BE TAKEN:** The Board of Directors shall determine whether funding sources are adequate and timely in their availability to cover costs at all phases of the project at least 90 days before disbursement.

- B. **Uses** - All uses of funds (acquisition costs, site preparation and infrastructure costs, rehabilitation/or construction costs, financing costs, professional fees, developer fees and other soft costs) associated with the project and their costs. All costs must be necessary and reasonable.

**DOCUMENTATION:** The following documentation shall be required 90 days before disbursement:

1. Acquisition documentation such as purchase agreement, option or closing statement and appraisal or other documentation of value.
2. Construction cost must be substantiated by a construction cost review by the permanent lender, or the proposed tax credit investor. Contingency requirements are in the Term Sheet below.
3. If low-income housing tax credits are utilized, a third-party appraisal to substantiate the value of the land and the value of the property after rehabilitation or the structure being built.
4. If low-income housing tax credits are utilized, documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the organization/individual who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund the project.
5. Project schedule.

**ACTION TO BE TAKEN:** The AAHC shall determine that all the proposed costs for the project are necessary and reasonable by considering costs of comparable projects in the same geographical area and costs published by recognized industry cost index services or affordable housing development comparable benchmarks published by the California Tax Credit Allocation Committee.

### C. **Operating Pro Forma**

**DOCUMENTATION:** Developer shall submit an operating pro forma (project income and expense statement) for the length of the Affordability Period pertaining to the project at least 90 days before disbursement.

**ACTION TO BE TAKEN:** The AAHC shall evaluate the pro forma for the following:

1. Minimum projected operating expense will meet the published annual schedule of the California Tax Credit Allocation Committee for the project type, size, and age.

2. Reasonableness of the financial assumptions of the project to establish minimum total per unit operating costs.
3. Sufficiency of specific line item and total operating costs.
4. Determination that long-term operating projections over the Affordability Period are based on reasonable assumptions.
5. Demonstration that project can cover expenses and debt service throughout the affordability period.
6. Ensuring that cash flow projections are realistic in light of economic conditions.
7. Determination that long-term operating projections are based on reasonable assumptions about how revenues and operating costs are expected to change over time.
8. Determination that long-term operating projections over the affordability period are based on reasonable assumptions.
9. That non-residential revenue from fees/late charges, commercial income, interest, laundry/vending are projected conservatively.
10. That vacancy projections reflect local market conditions and account for physical vacancies and collections loss. Vacancy terms are in the Term Sheet below.
11. That the rate of projected growth for rental income and other revenues are appropriate and that in projects with deeply targeted rents, lower than average rate of revenue increases are used for comparison when possible.

**ACTION TO BE TAKEN:** The AAHC shall determine that Projected Income assumptions as provided in the pro forma are reasonable based on the following that:

1. Non-residential revenue from fees/late charges, commercial income, interest, laundry/vending are projected conservatively.
2. Vacancy projections reflect local market conditions and account for physical vacancies and collections loss.
3. The rate of projected growth for rental income and other revenues are appropriate.
4. For projects with deeply targeted rents, lower than average rate of revenue increases are used.
5. Net operating income is sufficient to cover debt service obligations and mandatory replacement reserve funding.
6. Reasonable but not excessive cash flow is generated throughout the affordability period.
7. The rate of annual increase in project income is reasonable.
8. The operations meet requirements for positive cash flow, as indicated above in the Sources section.

**ACTION TO BE TAKEN:** The AAHC shall determine that Projected Expenses are reasonable as provided in the pro forma submittals, including:

1. Operating costs given the scope and size of the project.
2. Management fees and other fees to the owner.
3. Replacement deposits and use – See Term Sheet below.

**D. Market Assessment**

**DOCUMENTATION:** At least 90 days before disbursement, the Developer shall provide data that supports unit absorption rates used in the Operating Pro Forma. Data submitted to the AAHC in support of the project market assessment shall be no more than one year old.

**ACTION TO BE TAKEN:** The AAHC shall assess the current market demand in the area to confirm the need for the project considering the type and number of units in the project. Given the housing shortage in the City of Alameda, it is assumed that there will be high demand for housing in general. The goal is to encourage the projects that prioritize current community needs for size, price, and other factors affecting the projects' marketability.

1. Identify recent real estate trends that indicate demand for types and sizes of units.
2. Estimate the absorption period by determining how many units can be successfully leased each month and how long it will take to achieve initial occupancy of the AAHTF units and stabilized occupancy for the project as a whole.

**E. Renovation Work Plan (Adaptive Reuse Projects)**

**DOCUMENTATION:** For projects including renovation, the Developer shall provide a narrative overview of the planned scope, how renovation will be implemented, a timeline, and the proposed project's Capital or Physical Needs Assessment.

**ACTION TO BE TAKEN:** The AAHC shall determine that the planned renovations and timeline are reasonable considering the property's needs.

**F. Developer Capacity Assessment:** There are two elements of underwriting analysis related to the developer: 1) the experience and the capacity of the developer (including the staff and project team) to implement the project and 2) the fiscal soundness of the developer to meet its financial obligations and risks of the project. The AAHC shall use the following procedures shall determine what constitutes acceptable experience and financial capacity of the developer based on the size, scope, and complexity of the project.

**1. Experience**

**DOCUMENTATION:** The Developer is required to provide information on their experience and provide references in the funding application including:

- a. Corporate or organizational experience of the developer.

- b. Experience of the staff assigned to the project and overall quality of the development team.
- c. Prior experience of the developer's team members compared to their roles in the proposed project.
- d. Skills and capacity including property management, asset management, service provision (as applicable), and financing.
- e. Demonstration that the developer has successfully completed a minimum of two new construction 100% affordable developments in the City of Alameda.

**ACTION TO BE TAKEN:** The AAHC shall consider prior experience and the current capacity of the developer and determine if the developer has the technical and managerial experience, knowledge, and skills to successfully complete the development.

2. **Developer Financial Capacity** – The following elements shall be analyzed to determine developer financial capacity:

**ACTION TO BE TAKEN:** The AAHC will review the following information taken from the developer's operating pro forma and information provided in the funding application (audit, references, prior projects) to determine that the developer's experience and financial capacity are adequate to implement the project and meet financial obligations and risks of the project. The following information will be analyzed for this purpose:

- a. Financial management systems and practices.
- b. Sufficient financial resources to carry the project to completion.
- c. Financial statements and audits to determine the developer's net worth, portfolio risk, pre-development funding, and liquidity.

#### G. Developer Profit & Return

**ACTION TO BE TAKEN:** The AAHC shall require that any profits or returns on the owner's or developer's investment are not excessive. At least 90 days before disbursement, the AAHC shall conduct an analysis that reviews profit expected to flow to the developer as operating cash flow from rental projects and any other professional fees being paid to the developer or related entities. The analysis shall focus on the following areas to determine that developer fees, cash flow, equity appreciation, asset management fees, and profit associated with the project are reasonable: Developer fees and developer cash flow are also described in the Term Sheet below.

#### H. Identity of Interest Roles

1. If the developer owns a construction company that will be working on the project, the AAHC shall determine that the profit and overhead of the contractor is reasonable.
2. If the owner of a rental property assisted with AAHTF funds also operates a property management company contracted to service the property, the AAHC shall determine that the management fees are reasonable.

## II. AAHTF LOAN AND UNDERWRITING GUIDELINES FOR PRESERVATION PROJECTS

### A. Renovation Work Plan (Adaptive Reuse and Preservation Projects)

**DOCUMENTATION:** For projects including renovation, the Developer shall provide a narrative overview of the planned scope, how it will be implemented, a timeline, and the proposed project's Capital or Physical Needs Assessment.

**ACTION TO BE TAKEN:** The AAHC shall determine that the planned renovations and timeline are reasonable considering the property's needs.

### B. Market Assessment

**DOCUMENTATION:** At least 90 days before disbursement, the Developer shall provide the latest rent roll and evidence of property waitlist.

**ACTION TO BE TAKEN:** The AAHC shall assess the current market demand in the area to confirm the need for the project considering the type and number of units in the project. Given the housing shortage in the City of Alameda, it is assumed that there will be high demand for housing in general. The goal is to encourage the projects that prioritizes current community needs for size, price, and other factors affecting the projects marketability.

### C. Property Operations

**DOCUMENTATION:** For preservation projects, Developer shall submit a current year operating budget and the audited annual financial statements for the prior three years.

**ACTION TO BE TAKEN:** The AAHC shall determine that operations at the property are reasonable as provided.

### D. Availability of Reserves

**DOCUMENTATION:** For preservation projects, Developers shall provide documentation of all replacement reserves at the proposed property.

**ACTION TO BE TAKEN:** The AAHC shall determine that existing property reserves are not sufficient to cover planned renovations and are sufficient enough to maintain the property through operations post-renovation. The

AAHC shall also confirm that the requirement minimum replacement reserve is deposited in the project accounts prior to loan closing, if not already existing. Please see Guidelines for replacement reserve requirements.

**E. Developer Capacity Assessment:** There are two elements of underwriting analysis related to the developer: 1) the experience and the capacity of the developer (including the staff and project team) to implement the project and 2) the fiscal soundness of the developer to meet its financial obligations and risks of the project. The AAHC shall use the following procedures shall determine what constitutes acceptable experience and financial capacity of the developer based on the size, scope, and complexity of the project.

**1. Experience**

**DOCUMENTATION:** The Developer is required to provide information on their experience and provide references in the funding application including:

- f. Corporate or organizational experience of the developer.
- g. Experience of the staff assigned to the project and overall quality of the development team.
- h. Prior experience of the developer's team members compared to their roles in the proposed project.
- i. Skills and capacity including property management, asset management, service provision (as applicable), and financing.
- j. Demonstration that the developer owns/operates a minimum of two 100% affordable developments in the City of Alameda.

**ACTION TO BE TAKEN:** The AAHC shall consider prior experience and the current capacity of the developer and determine if the developer has the technical and managerial experience, knowledge, and skills to successfully complete the development.

**2. Developer Financial Capacity –** The following elements shall be analyzed to determine developer financial capacity:

**ACTION TO BE TAKEN:** The AAHC will review the following information taken from the developer's operating pro forma and information provided in the funding application (audit, references, prior projects) to determine that the developer's experience and financial capacity are adequate to implement the project and meet financial obligations and risks of the project. The following information will be analyzed for this purpose:

- a. Financial management systems and practices.

- b. Sufficient financial resources to carry the project to completion.
- c. Financial statements and audits to determine the developer's net worth, portfolio risk, pre-development funding, and liquidity.

#### **F. Developer Profit & Return**

**ACTION TO BE TAKEN:** The AAHC shall require that any profits or returns on the owner's or developer's investment are not excessive. At least 90 days before disbursement, the AAHC shall conduct an analysis that reviews profit expected to flow to the developer as operating cash flow from rental projects and any other professional fees being paid to the developer or related entities. The analysis shall focus on the following areas to determine that developer fees, cash flow, asset management fees, and profit associated with the project are reasonable: Developer fees and developer cash flow are also described in the Term Sheet below.

#### **G. Identity of Interest Roles**

1. If the developer owns a construction company that will be working on the project, the AAHC shall determine that the profit and overhead of the contractor is reasonable.
2. If the owner of a rental property assisted with AAHTF funds also operates a property management company contracted to service the property, the AAHC shall determine that the management fees are reasonable.

# ATTACHMENT II

## Alameda Affordable Housing Trust Fund Term Sheet

I. **Loan Terms -**

a. AAHTF funds used to provide construction loans and/or deferred payment permanent financing loans shall be at simple interest rates of no higher than 3 percent per annum, for payment of predevelopment costs, acquisition, or construction of Eligible Projects.

b. AAHTF funds shall be repaid from 75% of residual receipts, or as shared pro rata with other soft lenders as agreed upon at the time of construction loan close.

c. AAHTF funds shall be provided on a minimum 55-year term.

II. **Regulatory Agreement -** Target set aside amounts and other restrictions are as follows:

a. Initial loans (up to \$10,000,000 as approved on 7/21/21, including the Letters of Intent for future/potential LHAF match funding)

- i. Extremely low-income (at or below 30% of AMI): Minimum target is 30% of AAHTF funds.
- ii. Lower income (no more than 60% of AMI): Up to 70% of AAHTF funds.
- iii. Each project and each AAHTF loan must serve these affordability restrictions on its own.

b. Future loans/Projects - Each new construction and adaptive reuse project must serve these affordability restrictions on its own.

- i. Extremely low-income (at or below 30% of AMI): minimum target is 30% of AAHTF funds.
- ii. Moderate-income (between 80%-120% of AMI) – No more than 20% of AAHTF funds or units, whichever is lower.
- iii. All other units must be lower income – income restrictions at or below 80% of AMI.
- iv. New construction and adaptive reuse projects with AAHTF loans over \$2.5 million must commit all units to AAHTF affordability restrictions.

c. Future loans/Projects - Each preservation project must serve these affordability restrictions on its own.

- i. All funded units must be lower income – income restrictions at or below 80% of AMI.
- ii. Preservation projects shall have one deed-restricted unit at 80% AMI for every \$500,000 in AAHTF loan funds committed to the project. Restricted

units shall be evenly distributed across all unit sizes and calculated by regulating the smallest units first. These AAHTF units shall be permitted to float to similar unit sizes.

- iii. AAHTF Staff shall annually track the amount of funds going towards each of the income levels to ensure compliance with State HCD LHTF Program. Availability of funds for preservation projects will be subject to these requirements and the amount of matching funds AAHTF is able to provide.

- III. **Security and Equity requirements** - Permanent financing shall be secured by a deed of trust against the land or a security agreement against physical improvements. A promissory note may be used for pre- development costs for up to 100% of the local portion of the loan. There must be at least 10% equity in the property after completion of a project. This value may be established by AAHTF staff and/or an appraiser. Exceptions may be approved by the Board of Directors.
- IV. **AAHTF Loan Fees** - The AAHTF will charge tax credit projects a legal closing cost fee of \$25,000 and reserves the right to charge additional fees for financial review (up to \$5,000) and construction cost review (\$5,000). For non-tax credit syndication projects, the AAHTF will charge a legal closing fee of \$10,000. In addition, the AAHTF will charge a loan fee of up to 5% of total loan proceeds, payable at construction loan closing.
- V. **Debt Coverage and Cash Flow requirements** - Tax credit and adaptive reuse projects should demonstrate a debt service coverage ratio for any amortizing debt of no more than 1.15 unless a greater ratio is needed to demonstrate positive cash flow through year 15 (this alternative is only available to supportive housing projects). At its sole discretion, the Board of Directors may require that the development show positive cash flow through year 20.
- VI. **Senior and Junior loan types** - The development may have only one senior lender, unless it has a project based housing voucher contract that is funding a Tranche B loan, which may also be senior to the AAHTF loan. The senior lender should be an experienced affordable housing lender. The senior loan must have a term longer than or coterminous with the initial tax credit period. Any junior lender must be a soft lender whose loans have terms similar to the AAHTF, i.e., 3% soft interest and minimum 55-year term, unless they agree to be completely subordinate to the AAHTF loan. The AAHTF loan may share lien priority with other soft lenders, at the sole discretion of the AAHTF, and may share residual receipts *pari passu* with other soft lenders.
- VII. **Contingency requirements –**
  - a. New construction projects must have no more than 10% contingency at construction loan closing, although they may carry additional contingency during the predevelopment phase (not to exceed 12%).

- b. Preservation and adaptive reuse projects must have no more than 15% contingency at construction loan closing, although, they may carry additional contingency during the predevelopment phase (not to exceed 18%).
- VIII. **Vacancy terms** - In general, all projects should show a 5% vacancy rate, and supportive housing and special needs developments should use a 10% vacancy rate. A blended rate is possible for developments that have a mix of units.
- IX. **Reserve deposits and uses –**
- a. Adequate replacement reserve deposits. For tax credit projects, the minimum required replacement reserve deposits will align with the published reserve requirements of either the California Tax Credit Allocation Committee or California Housing and Community Development as applicable. For non-tax credit projects with existing mortgages, pending staff review and approval that existing reserves are sufficient, no additional reserves will be required. Non-tax credit projects, without existing mortgages, shall demonstrate a replacement reserve in the amount of \$10,000 per unit at the time of funding. Reserve use in excess of \$50,000 in occurrence or per year requires prior written approval by the AAHTF.
  - b. Required capitalized operating reserve. For new construction, adaptive reuse, and preservation projects exceeding \$5 million in total development costs, the minimum required capitalized operating reserve will align with the published operating reserve requirements of either the California Tax Credit Allocation Committee or California Housing and Community Development as applicable. Reserve use in excess of \$50,000 in occurrence or per year requires prior written approval by the AAHTF.
- X. **Developer Fees and developer cash flow –**
- a. For LIHTC projects, the developer fee may not exceed the limits established by the awarding state or federal agencies. The developer fees must reflect the local market and shall be reviewed with respect to the following:
    1. The scope and complexity of the project.
    2. The size of the project.
    3. The relative risk the developer is taking.
    4. The fees that are regularly and customarily allowed in similar programs and projects.
    5. Other fees the project is generating for the developer and its related entities.
    6. Cash-Flow – Reasonableness of net cash flow assumptions and distribution of same to developer/owner and lenders
  - b. For non-LIHTC projects, the developer fee may not exceed 10% of total development costs.
- XI. **Minimum loan size –**

- a. The smallest loan that may be requested is \$250,000.
- b. Loans less than \$500,000 shall still have one restricted per Section II.c.ii.

# Public Hearing Alameda Affordable Housing Trust Fund

**May 20, 2026 AAHC BOD**



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



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## Overview

1. July 2021 – AAHTF established and funded with capital for loans and operating funds.
2. December 2021 – Est I/II awarded \$2.5 million in matching funds from the State of CA Local Housing Trust Fund
3. October 2023 – Linnet Corner awarded \$1 million in state match
4. August 2025 – Independence Plaza awarded \$359,000 in state match
5. State Local Housing Trust fund program requires an annual report (July) and an annual public hearing on the guidelines



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



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## Public Outreach and Response

1. Advertised for 30 days on AHA website and through social media.
2. Written responses were due 5:00 p.m. on 5/20/2026. Public comment can be provided at this meeting.



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



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## Next Steps

- June – Finalize 2026 guidelines for AAHC BOD approval, if needed.
- TBD - Opportunity to re-apply for State matching funds.
- Annual reports due in July 2026



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



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# **Recommendation: Hold a Public Hearing on the Alameda Affordable Housing Trust Fund Guidelines**



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



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## **Questions or Comments?**



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



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## CALL FOR PUBLIC COMMENT – AAHTF Guidelines

The Housing Authority of the City of Alameda (AHA) seeks comments on the Alameda Affordable Housing Trust Fund (AAHTF) Guidelines. The State of California Local Housing Trust Fund program requires that there is an annual public hearing to hear comments on the AAHTF Guidelines to discuss the criteria that will be used to select projects to be funded. Public examination of the guidelines of the Alameda Affordable Housing Trust Fund is vitally important to AHA's focus on transparency and commitment to building affordable homes within the City of Alameda. Please use this opportunity to comment on the AAHTF Guidelines. Your response will provide insights for our future approach to financing affordable housing in the City of Alameda.

The guidelines can be found by clicking this link, [Alameda Affordable Housing Trust Fund Guidelines](https://www.alamedahsg.org/about-us/alameda-affordable-housing-corporation#trust-fund-info) or by visiting the website listed below: <https://www.alamedahsg.org/about-us/alameda-affordable-housing-corporation#trust-fund-info>

**This hearing will be held in-person and online via Zoom at 6:00 p.m. on Wednesday, May 20, 2026, as part of the Alameda Affordable Housing Corporation (AAHC) Board of Director's meeting.**

### Zoom Attendance:

Join Zoom Meeting by clicking the link below:

<https://us06web.zoom.us/j/85229497654?pwd=ERF4c2daq8Aqm7t8SwqaXfix0iHEve.1>

Meeting ID: 852 2949 7654 Passcode: 141405

One tap mobile

+16694449171,,85229497654#,,,,\*141405# US

+12532158782,,85229497654#,,,,\*141405# US (Tacoma)

### In-Person Attendance:

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

### Meeting Agenda:

The Board Agenda will be posted at least 72 hours in advance of the May 20<sup>th</sup> meeting, and can be accessed online by clicking this link, [Alameda Affordable Housing Corporation Meeting Information](https://www.alamedahsg.org/meetings/) and by visiting the website listed below: <https://www.alamedahsg.org/meetings/> .

**Comments may be submitted up to May 20, 2026 @ 5:00 PM in writing, via fax, mail, or email to the contact information below:**

**In person drop off/ Mail:** 701 Atlantic Ave, Alameda Ca 94501, ATTN Sylvia Martinez, Director of Housing Development, AAHTF Public Comment.

**Fax:** 510-522-7848, ATTN: Sylvia Martinez, Director of Housing Development, AAHTF Public Comment.

**Email:** Sylvia Martinez, Director of Housing Development, [smartinez@alamedahsg.org](mailto:smartinez@alamedahsg.org), with subject line "AAHTF Public Comment"

