Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

AGENDA **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**
DATE & TIME **Wednesday, June 17, 2026 - 7:00 PM**
LOCATION
Independence Plaza, 703 Atlantic Avenue, Alameda - Ruth Rambeau Memorial Community Room

PUBLIC PARTICIPATION Public access to this meeting is available as follows:
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/keIQZ99OFl
Meeting ID: 852 2949 7654
Passcode: 141405

Persons wishing to address the Board of Commissioners 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 and hainfo@alamedahsg.org prior to or during the Board of Commissioners 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. 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
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.
3. COMMISSIONER RECUSALS
4. Motion to Accept the Order of the Board of Commissioners Agenda for the June 17, 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 Commissioners or a member of the public.

6.A. Approve Minutes of the Regular Board of Commissioners Meeting held on May 20, 2026. **Page 6**

6.B. Accept the Monthly Overview Report for the Housing Programs Department. **Page 16**

6.C. Accept the Monthly Overview Report for the Housing Development Department. **Page 19**

6.D. Accept the Monthly Overview Report for Property Operations. **Page 22**

6.E. Accept property budget for Independence Plaza for July 1, 2026 through June 30, 2027. **Page 28**

6.F. Accept property budget for Parrot Gardens for July 1, 2026 through June 30, 2027. **Page 31**

6.G. Accept property budget for the Housing Authority of the City of Alameda (AHA) Scattered Sites for July 1, 2026 through June 30, 2027. **Page 34**

6.H. Adopt a Resolution to Authorize the Executive Director to Execute a First Amendment to the Consultant Services Agreement between The Housing

Authority of the City of Alameda and Banksia Landscape, Inc., for Lakehurst Circle **(North Housing Block A)** for a New Maximum Contract Amount Not to Exceed $31,620, with a New Term expiring on November 25, 2030. **Page 37**

6.I. Adopt a Resolution approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Law Offices of Shelley S. Buchanan for eviction and property management counsel services with a maximum contract amount not to exceed $150,000 for a one-year term expiring on June 30, 2027. **Page 54**

6.J. Adopt a Resolution Approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029. **Page 91**

6.K. Adopt a Resolution Approving a Third Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Goldfarb & Lipman LLP for Special Counsel services to increase the maximum contract amount by $150,000 to a new maximum not to exceed contract amount of $1,025,000 and maintain current expiration date of October 2028. **Page 127**

6.L. Adopt a Resolution authorizing the Executive Director to negotiate and sign a second amendment to the consultant services agreement contract between the Housing Authority of the City of Alameda (AHA) and Quadel Consulting & Training LLC for recertification and file review services, increasing the contract amount by $450,000 for a new total contract amount not to exceed $900,000 over the total term, including extensions. **Page 137**

6.M. Adopt a Resolution approving a Second Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Hawkins Delafield & Wood, LLP for legal services increasing the maximum contract amount by $120,000 to the new maximum not to exceed contract amount of $425,000 and to extend the contract for one additional year to October 4, 2027. **Page 152**

7. AGENDA

7.A. Adopt the Resolution to Approve the Combined Housing Authority of the City of Alameda (“AHA”) and Alameda Affordable Housing Corporation (“AAHC”) One-Year Budget for Fiscal Year July 1, 2026 to June 30, 2027 including approval of: A) Summary of the Fiscal Year 2026-2027 Budget and related income and expenses; B) Housing Assistance Payment (HAP) Passthrough Budget and related expenditure of HUD-held HAP reserves; C) Capital Improvement Plan (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2026-2027 to cover these expenses; D) Transfer by the Executive Director of up to $1,000,000 in this budget year, as needed, from AHA/AAHC property reserves or from Moving-To-Work fungible funds to cover deficits in the Housing Programs Department administrative operating budget; and E) Adopt the Revised Schedule of Authorized Positions for Fiscal Year 2026-2027 and Pay Schedule for Fiscal Year 2026-2027. **Page 166**

7.B. Adopt a Resolution to Ratify the Construction Services Contract between the

Housing Authority of the City of Alameda and Restoration Management Company for emergency remediation services at Independence Plaza with a Maximum Contract Amount Not To Exceed $219,570.31 for a one-year term to June 4, 2027, and to Authorize the Executive Director (or Designee) to Negotiate and Execute Multiple Contracts until the Next Available Board of Commissioners Meeting which Individually or as a Total exceed $250,000 for Fire and Flood Repair Costs at Independence Plaza; Direct the Executive Director (or Designee) to Report Back on Executed Contracts, if any, to the Board of Commissioners No Later Than the Next Available Board of Commissioners Meeting. **Page 192**

7.C. Adopt the Resolution which includes all these items:

- Approval to appropriate funds to provide bridge financing to the Corporation in an amount not to exceed Eight Million Four Hundred Thousand and No/100ths Dollars ($8,400,000.00)
- Approve the forms of the Promissory Note in a Principal Amount not to exceed $8,400,000.00 and a Deed of Trust, and authorize the Executive Director to execute such documents, together with such ancillary documents as may be necessary to effectuate the Bridge Loan Transaction with the Alameda Affordable Housing Corporation, subject to approval as to form by General Counsel.
- Authorize execution of the Amendment and Restatement of the Affordable Housing Regulatory Agreement for Parrot Village and Eagle Village.
- Authorize the Executive Director to negotiate and make minor revisions and execute all documents necessary for these transactions. **Page 340**

7.D. Accept an update on the Request for Qualification process for property management services and adopt a Resolution authorizing the Executive Director to negotiate property management agreements for 3 years for the following sites (AAHC-Anne B. Diament Plaza, AAHC-China Clipper Plaza, AAHC-Eagle Village, AAHC-Esperanza Apartments, AAHC-Scattered Sites, AAHC-Parrot Village, AHA-Independence Plaza, AHA-Parrot Gardens, AHA-Scattered Sites, Constitution and Eagle, LP, Everett and Eagle, LP, Sherman and Buena Vista, LP, Mosley and Mabuhay, LP, Lakehurst and Mosley, LP, Mabuhay and Lakehurst, LP); and in the event the Board of Commissioners is unable to meet in August 2026 or an executed agreement is required for funding purposes or loan conversion, authorize the Executive Director to execute the property management agreements and return to the next scheduled Board meeting for ratification. **Page 397**

7.E. Establish a Nominating Ad Hoc Committee for the Appointment of the Chair and Vice Chair of the Board of Commissioners for the Period of July 1, 2026 - June 30, 2027. **Page 407**

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

9. WRITTEN COMMUNICATIONS
10. EXECUTIVE DIRECTOR'S COMMUNICATIONS
11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
12. ADJOURNMENT

* * * Note * * *

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

Housing Authority
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DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
Wednesday, May 20, 2026

PLEDGE OF ALLEGIANCE

Vice-Chair Sidelnikov called the meeting to order at 6:31 p.m.

1. ROLL CALL

Present: Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki

General Counsel: Gabrielle B. Janssens, Goldfarb & Lipman LLP

Absent: Commissioner Grob and Commissioner Joseph-Brown

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.

Vice-Chair Sidelnikov stated that no Commissioners were participating remotely.

3. COMMISSIONER RECUSALS

None.

4. Motion to Accept the Order of the Board of Commissioners Agenda for the May 20, 2026 Meeting.

Commissioner Tamaoki moved to accept the Order of the Board of Commissioners Agenda for the May 20, 2026 Regular Meeting, and Commissioner Husby seconded. The motion passed unanimously.

Yes 5 Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki

No 0

Abstentions 0

5. Public Comment (Closed Session)

None.

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

Vice-Chair Sidelnikov adjourned to Closed Session at approximately 6:40 p.m.

6.A. Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9: Three potential cases

7. Adjournment of Closed Session

Vice-Chair Sidelnikov adjourned Closed Session at 7:08 p.m.

8. RECONVENE REGULAR MEETING

Vice-Chair Sidelnikov reconvened the Regular Meeting at 7:08 p.m.

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

Vice-Chair Sidelnikov stated that during Closed Session the Board met with legal counsel and discussed anticipated litigation pursuant to Government Code Section 54956.9: Three potential cases.

10. Public Comment (Non-Agenda)

None.

11. <u>CONSENT CALENDER</u>

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

*11.A. Approve Minutes of the Special Board of Commissioners Meeting held on April 13, 2026.

*11.B. Accept the Quarterly Overview Report for the Executive/Data and Policy and HR Departments.

*11.C. Accept the Quarterly Overview Report For the Administration and Services Department.

*11.D. Accept the Monthly Overview Report for the Housing Programs Department.

*11.E. Accept the Monthly Overview Report for Property Operations.

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

*11.G. Accept the Monthly Overview Report for the Housing Development Department.

*11.H. Accept the Quarterly Update on Construction in Progress (CIP).

*11.I. Accept the Quarterly Report for The Poplar.

*11.J. Accept the Quarterly Stabilization Report for Linnet Corner.

*11.K. Accept the Quarterly Stabilization Report for The Estuary I.

*11.L. Accept the Quarterly Development Report for The Estuary II.

*11.M. Accept the Quarterly Financial Report for the Period Ended March 31, 2026

*11.N. Accept the Quarterly Investment Report for the Period Ending March 31, 2026.

Items accepted or adopted are indicated by an asterisk.

Commissioner Tamaoki requested clarification on the HUD offset of HAP reserve funds of $1.2M for calendar year 2026 that is referred to in the memo for agenda item 11.M. Louie So, Chief Financial Officer, stated that the referred to “offset” is a reduction of HAP reserve funds. So, while HUD has announced that they reserved $700k in calendar year 2025, they will be making a reduction of $1.2M of HAP reserve funds for calendar year 2026. Steve Zhou, Management Analyst, will provide further details in his presentation of agenda item 12.C.

Public comment: None

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

Yes	5	Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki

No 0

Abstentions 0

12. AGENDA

12.A. Accept a Presentation on the LifeSTEPS 2025 Annual Report from the Housing Authority of the City of Alameda.

Joshua Altieri, Community Programs and Communications Manager, provided a presentation that summarized the LifeSTEPS 2025 Annual Report.

Vice-Chair Sidelnikov expressed appreciation for the partnership with, and work performed by, LifeSTEPS.

Public Comments: None

Commissioner Husby moved to accept a Presentation on the LifeSTEPS 2025 Annual Report from the Housing Authority of the City of Alameda, and Commissioner Decoy seconded. The motion passed unanimously.

Yes 5 Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki

No 0

Abstentions 0

12.B. Accept a Presentation on the 2026 Customer Satisfaction Survey.

Joshua Altieri, Community Programs and Communications Manager, provided a presentation that summarized the results of the 2026 Customer Satisfaction Survey; noting that this year's Overall Customer Satisfaction of 91.1% is the fourth highest in the past ten years and the response rate of 14.9% is the second highest since 2016.

The Board expressed satisfaction with the survey results. Vice-Chair Sidelnikov requested that staff present some of the comments provided by the survey responders, and in response to the drop in K-12 internet access, staff provide data to determine whether there was also a drop in the tablet usage program. As it seems that these decreases may be related, staff may need to dedicate additional effort to increase awareness of the tablet usage program. Mr. Altieri stated staff has advertised the program through posters in the property lobbies, distribution of flyers, and notifications in the newsletters. However, there has

not been much participation in the tablet usage program, which may be a factor in the drop in K-12 internet access.

Public Comment: None.

Commissioner Tamaoki moved to accept a Presentation on the 2026 Customer Satisfaction Survey, and Commissioner Husby seconded. The motion passed unanimously.

Yes	5	Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki
No	0	
Abstentions	0	

12.C. Accept a report on the shortfall prevention measures recommended by HUD; Approve the Board Chair and Executive Director to sign a letter to HUD on behalf of the Board of Commissioners, as needed; And Authorize Staff to apply for HUD funding for shortfall as needed.

Steven Zhou, Management Analyst, provided a presentation that summarized the report on the categorized shortfall prevention measures recommended by HUD, and an overview of which recommendations AHA has implemented, is evaluating, and will not implement.

Public Comment: None.

Commissioner Tamaoki requested clarification of the referred to offset of HAP reserve funds of $1.2M for calendar year 2026 that is referred to on page 64 of the meeting packet. Louie So, Chief Financial Officer, stated that this is an offset of the reserves that are periodically held by HUD on behalf of AHA. In calendar year 2025 HUD held approximately $700k in reserves on behalf of AHA. The offset of $1.2M is a reduction being made to the HUD reserves, which will increase AHA's shortfall. Therefore, staff is requesting authorization to apply for additional short-fall funds through a letter to HUD. Staff is awaiting a response from HUD as to why this reduction in funds is being made. These reserve funds are not included in AHA's financial statements, as the funds are HUD reserves allocated to AHA.

Responding to Commissioner Kaufman's inquiry as to in what way these reserve funds impact AHA, Mr. So stated AHA's short-fall is a result of HUD not providing sufficient funding for the HAP payments to be made to AHA's landlords. As HUD runs on a calendar year, they have projected the $1.2M

offset for calendar year 2026. Tonya Schuler-Cummins, Senior Programs Director, stated that HUD projected based on this month's HAP payments. However, this projection does not anticipate rent increases or leasing of PBV units. This will result in AHA expending its funding before December. As HUD has confirmed that AHA is in shortfall and still under shortfall measures, it's unclear as to why they have issued notice indicating that there will be an offset of $1.2M to AHA reserve funding.

Following further discussion of the possible impacts of the HUD offset, Vice-Chair Sidelnikov appreciated staff for proactively planning to address this issue and bringing the matter to the Board's attention.

Public Comment: None.

Vice-Chair Sidelnikov moved to accept a report on the shortfall prevention measures recommended by HUD; Approve the Board Chair and Executive Director to sign a letter to HUD on behalf of the Board of Commissioners, as needed; And Authorize Staff to apply for HUD funding for shortfall as needed, and Commissioner Kaufman seconded. The motion passed unanimously.

Yes	5	Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki
No	0	
Abstentions	0	

12.D. Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody LLP for environmental legal services with a maximum contract amount not to exceed $150,000 for a two-year term, with three 1-year options.

Sylvia Martinez, Director of Housing Development, provided a presentation that summarized the request to authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody LLP for environmental legal services, and included an overview of the services historically provided by Nixon Peabody LLP.

Public Comment: None

Commissioner Tamaoki moved to authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody LLP for environmental legal services with a

maximum contract amount not to exceed $150,000 for a two-year term, with three 1-year options, and Vice-Chair Sidelnikov seconded. The motion passed unanimously.

Yes	5	Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki
No	0	
Abstentions	0	

12.E. 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.

Louie So, Chief Financial Officer, provided a presentation that summarized the request 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 and included an overview of the services that will be provided by Aleshire & Wynder, LLP as AHA's General Counsel.

Mr. So introduced Adrian R. Guerra, Esq., Aleshire & Wynder, LLP, who provided a brief overview of his professional background and the types of matters managed by Aleshire & Wynder, LLP.

Public Comment: None

Vice-Chair Sidelnikov thanked Mr. Guerra for attending the meeting and thanked Gabrielle B. Janssens and Jhaila R. Brown, Goldfarb & Lipman LLP, for their work with AHA.

Commissioner Husby moved 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, and Vice-Chair Sidelnikov seconded. The motion passed unanimously.

Yes	5	Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman, and Commissioner Tamaoki

No 0

Abstentions 0

12.F. 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.

Sylvia Martinez, Director of Housing Development, provided a presentation that summarized the request to authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village, and Louie So, Chief Financial Officer, summarized the financial information included in the table on page 65 of the meeting packet.

Discussion was held surrounding the following possible refinance strategies for Eagle Village and Parrot Village: (1) 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; (2) 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; (3) Authorize and Direct the Executive Director or designee to Seek a Short-Term Bridge Loan; (4) Authorize and Direct the Executive Director or designee to Create a Limited Liability Company as needed, for the Transaction. Following discussion, Vice-Chair Sidelnikov stated that he is supportive of utilizing AHA reserves to pay off the balloon payment to PNC Bank by August 1, 2026, or, if needed, extending the PNC Loan for up to 90 days.

Public Comment: None.

Vice-Chair Sidelnikov moved the amended recommendation to Authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village; in the form of Authorizing 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, and Commissioner Tamaoki seconded. The motion passed unanimously.

Yes 5 Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Kaufman,

and Commissioner Tamaoki

No 0

Abstentions 0

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

None.

14. WRITTEN COMMUNICATIONS

Vice-Chair Sidelnikov stated that written communications were received from Mr. Jay Faustini dated April 13, 2026 regarding the canceled March 18th Special Meeting, in which Mr. Faustini asked about the Brown Act and Public Record Act training for the Commissioners and AHA staff has responded to Mr. Faustini's inquiry. The March 18th meeting was canceled due to a lack of quorum, but the training did still occur for the AHA staff and Commissioners that were present.

15. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Martinez provided an update on tenant events that have taken place since the last meeting.

16. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

None.

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

N/A

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

N/A

19. ADJOURNMENT

Vice-Chair Sidelnikov adjourned the meeting at 8:46 p.m.

_____
Vanessa M. Cooper
Secretary and Executive Director

_____
Vadim Sidelnikov, Vice-Chair
Board of Commissioners

_____
Gabrielle B. Janssens,
General Counsel, Goldfarb and Lipman LLP

Housing Authority of the City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Komal Goundar, Assistant Director of Housing Programs

Date: June 17, 2026

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

BACKGROUND

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

DISCUSSION

Program Integrity

The Housing Authority of the City of Alameda (AHA) is scheduling inspections that are required for 2026 for the first six months of the year. Regular reexaminations are being scheduled for the entire year.

HUD notified AHA on May 26, 2026 that it believes AHA is no longer in Housing Assistance Payments ("HAP") shortfall based on HUD's analysis of preliminary data from early 2026. However, a close review of the more recent months of HAP expenditures shows that expenses are at or above the budgeted HAP on a year to date basis. Expenses are expected to rise further with increased Project-Based Vouchers ("PBV") leasing and with the PBV rent increases due July 1, 2026. While it appears that many of the HAP savings measures that AHA has instigated are helping, it also seems likely that AHA will be very close to or in HUD shortfall for the rest of 2026. Staff continue to manage the budget closely.

Leasing

Staff are actively working to lease and fill vacant PBV units within AHA's portfolio and among its partners.

Staff and Training Updates

Currently, AHA continues to provide approximately 17 weeks of training to re-train staff and to onboard new staff hired in the last few months. The learning outcomes of the program and core competencies that are being covered during the training are the full

function of the department's standard operating procedure. AHA is also managing a transition with the departure of one of our Assistant Directors. Separately, AHA is in the process of recruiting for the Director of Housing Programs position.

FISCAL IMPACT
For report only, no fiscal impact.

CEQA
N/A

RECOMMENDATION
Accept the Monthly Overview Report for the Housing Programs Department.

ATTACHMENTS
1. April HPD BOC Dashboard

Respectfully submitted,

Komal Goundar, Assistant Director of Housing Programs

Housing Programs Department Dashboard for April 2026

Total NON-ACC Vouchers Leased By Type		
Program	**Vouchers Leased**	**Amount Awarded/Funded**
Shelter Plus Care	17	18
Moderate Rehabilitation SRO	28	30

Total ACC Vouchers Leased By Type		
Voucher Program	**Vouchers Leased**	**Amount Awarded**
Housing Choice Vouchers (HCV)	946	Not Applicable
Project Based Vouchers (PBV)	469	Not Applicable
AHA-Owned HCV	218	Not Applicable
Family Unification Program (F	39	50
Veterans Affairs Supportive Housing (VASH)	69	76
Stability Vouchers (SV)	5	10
Total Vouchers Leased	1741	
Units on ACC	2059	
ACC Vouchers Not Leased	318	

Budget Authority (For April 2026 - Average Across 12 months)
$ 3,642,856.17
Total HAP expended
$ 3,885,729.00
HAP/Budget Authority
106.7%

Emergency Housing Vouchers*	
EHV (7760) in Alameda	28
EHV Port Outs	12
Total Leased	40
Total Awarded	57

***vouchers will decrease over time due to the sunset of the program and HUD's prohibition on issuing new EHVs**

Average Duration from voucher issuance to those leased up in April 2026 (days)
Not Applicable- No tenant based vouchers leased this month
Average Tenant Rent to Owner
$ 516.18
Average TTP
$ 2,053.87
Average HH income
$ 24,646.24
Percentage of Inspections Passed First-Time (4/2026)
44%
Inspections Completed (4/2026)
34

Average of HAP per Bedroom size		
Bedroom Size	**Average HAP**	**Count of Households**
0	$ 1,186.73	146
1	$ 1,879.24	606
2	$ 2,228.54	652
3	$ 2,896.17	329
4	$ 3,415.99	81
5	$ 3,443.80	5

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: June 17, 2026

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

BACKGROUND

This memo provides an overview of the Housing Development (HD) departmental activities for the prior month.

DISCUSSION

Island City Development

Currently, the Housing Authority of the City of Alameda (AHA) has a pre-development loan to Island City Development (ICD) for Estuary II through its affiliate Alameda Affordable Housing Corporation (AAHC) via the Alameda Affordable Housing Trust Fund (AAHTF). The AHA Board approved options for ground leases for ICD pipeline projects (Estuary II & The Poplar). There is also a conditional Project-Based Voucher commitment for Estuary II, for forty Project-Based Vouchers. However, due to HUD shortfall this cannot be funded at this time.

Affordable Housing Project Pipeline

- Estuary I – The conversion to the permanent financing phase is planned for July 2026. Staff is providing compliance documentation and preparing the CTCAC placed in service application. Staff is also completing the small construction and warranty projects. This development was delivered under budget, and as previously described to the Board, savings will be applied to the paydown of soft lenders (approximately 80% would come to AHA affiliates) to the extent allowed by the tax credit program and to support additional operating reserves for the property.
- Linnet Corner is being reviewed for 90 days of stabilized occupancy. Staff is providing compliance documentation and preparing a series of documents required by the State of California for its funding. Staff is applying for early release of 90% of State funds. Staff is also actively reviewing the small

construction and warranty projects. This development was delivered under budget, and as has been previously described to the Board, savings will be applied first to reduce the size of the third party mortgage and additional operating reserves, both of which stabilize the property for the future. Any remaining savings may be repaid to the soft lenders (approximately 10% would come to AHA affiliates). The reduction of the permanent mortgage will come with breakage fees, if reduced by more than 10%. At its maximum, the breakage fee is approximately $240,000, on a smaller loan that will generate $870,000 in interest savings over the full term of the loan.

- Estuary II – Staff has started the new 2026 application cycle and submitted an application for City of Alameda HOME fund on April 27, 2026. The March AHP application is scheduled for award notifications in June 2026. Staff is also discussing funding alternatives with the State of California, if available, including the extension and augmentation of existing awards.
- North Housing Master Plan – Staff expects the release of the EBMUD infrastructure bond soon. The City infrastructure bond will be released in the summer of 2026. Both bonds are pending final review of the completed work and the first year guarantee.
- The Poplar (2615 Eagle) – Poplar continues to focus on entitlement steps and early design. Pest control and weekly site walks continue. An interest list is available for prospective tenants. Sign up for Poplar Interest List

Asset Management Reporting

Staff is assembling the possessory interest documents (for sites which have a ground lease from a public agency) to send to the Assessor's office.

New Funding Opportunities

Housing Development, Finance, and Portfolio are working to pay off the existing loan for Parrot Village and Eagle Village, as directed by the Board in May 2026. A related memo on this agenda seeks approval for the loan payoff using AHA reserve funds.

Construction in Progress

Staff began working on remediation activities at Independence Plaza this week (see related memo on this agenda). Because of the urgency of returning residents to their homes at Independence Plaza, staff informed the City of Alameda that it cannot accept the HOME grant to do repairs at China Clipper, as the timing required all work to be completed by June 30, 2026. Staff expressed appreciation to the City for offering this opportunity.

The largest active CIP project is the complete roof replacement at Independence Plaza (IP) and the AHA offices. There has been steady progress despite weather interruptions. Other projects at IP and Anne B. Diament (ABD) are in design and permitting. The multi-site gas shut-off project has also begun. Staff is seeking approval to replace multiple water heaters at Esperanza (see AAHC agenda).

Staff provided the FY 26-27 CIP activities list and budget for the annual budget cycle. Portfolio and HD staff have been partnering on warranty issues at Everett Commons, including the installation of expansion tanks at the water heaters and obtaining legal counsel with regard to ongoing warranty issues.

Staffing
The department has two summer interns starting on CIP and asset tasks. A retired AHA staff member is assisting with financial review.

Public Outreach
HD staff released a development pipeline newsletter in April.

FISCAL IMPACT
None

CEQA
Not Applicable

RECOMMENDATION
Accept the Monthly Overview Report for the Housing Development Department.

ATTACHMENTS
None

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: June 17, 2026

Re: Accept the Monthly Overview Report for Property Operations.

BACKGROUND

This memo provides a high-level overview of the Property Operations Department's activities for the previous month.

DISCUSSION

The attached tables summarize property performance for all sites, including Housing Authority of the City of Alameda (AHA) and affiliate-owned sites for the month of May for all properties Asset Living Management manages.

VACANCY

The attached table (Attachment 1) reflects the occupancy and leased rate as of June 2, 2026, per site. The average days to make ready for the month of May was 10 days, an increase of three days over the month of April.

Occupancy and leasing improved at Independence Plaza, Parrot Village, and Eagle Village in May, increasing from 91% to 97% at Independence Plaza, Parrot Village increased from 80% to 84%, and Eagle Village increased from 72% to 77% over the prior month. We continue to have meetings multiple times a week with the Asset Living management team to review the leasing activity, applicant status, and to manage the approval process in detail. It should be noted that several units are currently temporarily occupied at Eagle Village, Esperanza, Anne B. Diament, and Parrot Village by those residents impacted by the fire that took place at Independence Plaza on May 22, 2026.

In Q3 of 2024, AHA implemented a pre-screening process to assist with the leasing efforts of PBV units throughout the portfolio. The intent is to minimize the amount of downtime during the outreach and review the initial resident selection criteria with staff performing the outreach, initial review of occupancy and income qualifications, and mailing of disposition letters to families and the Housing Programs Department. Once applications have been identified as pre-qualified, the files are sent to Asset Living for

final criteria review which includes background and landlord reference confirmation. This practice had been used for the lease up efforts for Estuary I and Linnet Corner as well.

Vacancies that do not have a waitlist are posted on the AHA website and applications are available through the Resident Managers, as well as, affordablehousing.com, GoSection 8 (the Section 8 online search engine), and on Craigslist.

In late April and May, interest list openings occurred for the Rosefield Village, Parrot Village, Esperanza, Linnet Corner, and Eagle Village communities. AHA is working with the bay area wide Doorway Bay Area Affordable Housing portal (https://housingbayarea.mtc.ca.gov/) for these openings.

RENT COLLECTIONS

The attached table (Attachment 2) provides the rent collection rate versus budget for all AHA-owned and affiliate-owned sites managed by Asset Living. The overall portfolio rent collection rate for the month of May was 104%.

Properties with collection rates of more than 95% are due to higher market rents achieved vs. budget coupled with increased subsidy payments. The lower collection rates for May are primarily due to the units pending legal action, past due balances for residents (some properties are still affected by non-payment of rent during the COVID-19 pandemic), and vacancy.

Like many owners, especially non-profit owners, there remains a large payment issue stemming from the COVID era. The total delinquency (unpaid rent) for the portfolio for current residents is $234,941. Of this, the total delinquency for residents in legal (i.e. subject to a 30-day notice of termination) is $114,867. This is a significant improvement over this same period last year when total delinquency was $434,558 of which $248,542 was for those in legal status. Although some long-term non-payment or behavioral situations continue to persist and are slow to move through the court system.

All residents with a past due balance are referred to LifeSTEPS for assistance. Property Management and LifeSTEPS continue to engage residents and encourage them to enter into a repayment agreement. Residents who owe over $100 are issued a 30-day notice to pay or quit and are referred to legal counsel for review of their cases and, where necessary, the 30-day notice to pay or quit has been filed with the court. LifeSTEPS, Asset Living, and the Ombudsman are working with these families to enter into a "stay and pay" stipulated agreement, although a very small number have not complied and will be evicted if they do not leave before the lock out.

Residents who only owe back rent from prior to December 2022 cannot be issued a 30-day notice, so some significant balances will remain on the ledger until the resident moves out. A few other legal cases are ongoing for nuisance behavior.

Rent collections, pending legal/eviction matters, and overall account receivable collection efforts are reviewed in detail weekly by AHA with Asset Living.

RENT INCREASES

Rent increases were issued at all sites to be effective July 1, 2026. This will result in increases to the total contract rent going up, but these rent increases are raised to the level of the new Payment Standards and will not impact subsidized residents' rent portion, as long as they are not over-housed. Rent increase notices are served at least 60 days in advance of the effective date to provide ample notice to residents.

SOCIAL SERVICES

LifeSTEPS has been providing aid to residents and households and continues to link them to financial and social service agencies, as needed. LifeSTEPS is also actively engaged in resident functions. The resident activities at Estuary and Linnet Corner have been particularly well received, with high resident participation and engagement.

The LifeSTEPS team and Asset Living continue to work with residents to participate in the online options available and enrollment in Rent Café/the resident portal.

MAINTENANCE

The annual unit by unit inspections were conducted in 2025 and were completed for each Asset Living community by the end of December. The annual inspections for 2026 have already been scheduled to occur between July and November. These inspections allow management and ownership to proactively address any repairs needed, evaluate overall property condition, and assist residents that may need social services to address personal needs.

AHA continues to conduct bi-weekly site inspections to assess all common areas, vacant units, and potential life safety matters.

PROPERTY MANAGEMENT RFQ

The agency is currently in the process of the RFQ for property management services. Fee proposals were due May 12, 2026, and in-person interviews were conducted with seven providers the week of May 18, 2026. An agent is anticipated to be selected by June 30, 2026, and will be brought to the Board for approval. Should the current provider not be the selected provider again, AHA anticipates a transition period from July – September with an estimated start date of September 1, 2026.

HIRING

The department is in the process of hiring a Property Management Supervisor, Senior Asset Manager, LIHTC Compliance Manager, Property Operations Specialist I,

Assistant Director of Property Operations, and two Asset Management Specialists.

FISCAL IMPACT
Not applicable.

CEQA
Not applicable.

RECOMMENDATION
Accept the Monthly Overview Report for Property Operations.

ATTACHMENTS
1. Attachment 1
2. Attachment 2

Respectfully submitted,

Nancy Gerardin, Director of Property Operations

Occupancy effective 06.02.2026

Property Name		Owned by	Total Vacant 06/02/2026	Occupancy	Leased %
China Clipper	v18	AHHC	3	88.46%	96.15%
Esperanza	v19	AAHC	6	95.12%	97.56%
Littlejohn Commons	v20	ICD	1	96.77%	100.00%
Parrot Garden	v21	AHA	0	100.00%	100.00%
Parrot Village	v22	AAHC	8	84.00%	94.00%
Everett Commons	v23	ICD	1	95.00%	100.00%
Scattered Sites	v24	AHA	2	92.30%	96.15%
Scattered Sites	v25	AAHC	2	92.59%	96.29%
Rosefield Village	v26	ICD	5	94.56%	97.82%
Eagle Village	v27	AAHC	8	77.77%	83.33%
Independence Plaza	a128	AAHC	4	97.84%	98.92%
Anne B Diament	w70	AHHC	3	95.38%	98.46%
Estuary I (Lakehurst and Mosley Lp)	a142	ICD	0	100.00%	100.00%
Linnet Corner (Mabuhay and Lakehurst LP)	a143	ICD	1	98.43%	98.43%
TOTAL			44	94.49%	97.37%

May-26

ATTACHMENT 2

Property Name	Property code	Owned by	Managed by	Total units	Senior or Family	Manager units	Gross Potential Rent (Budgeted)	Resident Rent Collected	Subsidy collected	Total Rent Collected (Actual)	% collected	Current Total Unpaid Charges - May Month End	0-30 Day AR	31-60 Day AR	61-90 Day AR	90 + Day AR	Eviction Status AR - May Month End
China Clipper	v18	AHHC	FPI	26	Family	1	$55,695.00	$12,908	$ 37,568	$ 50,476	90.6%	$ 1,219	$ 190	$ 25	$ 0	$ 1,004	$ 3,968
Esperanza	v19	AAHC	FPI	123	Family	1	$369,054.00	$82,106	$ 323,506	$ 405,612	109.9%	$ 41,009	$ 5,167	$ 7	$ 160	$ 35,755	$ 15,573
Littlejohn Commons	v20	ICD	FPI	31	Senior	1	$72,273.00	$12,704	$ 58,997	$ 71,701	99.2%	$ 75	$ 0	$ 0	$ 0	$ 75	$ 244
Parrot Garden	v21	AHA	FPI	8	Family	1	$26,396.00	$7,380	$ 15,024	$ 22,404	84.9%	$ 50	$ 50	$ 0	$ 0	$ 0	$ 0
Parrot Village	v22	AAHC	FPI	50	Family	1	$160,614.00	$32,291	$ 147,498	$ 179,789	111.9%	$ 1,664	$ 1,911	$ 228	$ 55	-$ 530	$ 9,444
Everett Commons	v23	ICD	FPI	20	Family	1	$59,211.00	$10,853	$ 39,882	$ 50,735	85.7%	$ 1,622	$ 966	$ 138	$ 0	$ 518	$ 2,240
Scattered Sites	v24	AHA	FPI	26	Family	0	$53,819.00	$15,165	$ 42,129	$ 57,294	106.5%	$ 4,172	$ 2,820	$ 197	$ 24	$ 1,131	$ 0
Scattered Sites	v25	AAHC	FPI	27	Family	0	$59,125.00	$23,041	$ 31,798	$ 54,839	92.8%	$ 37,717	$ 1,581	$ 150	$ 50	$ 35,936	$ 16,562
Rosefield Village	v26	ICD	FPI	92	Family	1	$191,307.00	$94,997	$ 100,151	$ 195,148	102.0%	$ 17,712	$ 1,451	$ 12,280	$ 842	$ 3,139	$ 40,874
Eagle Village	v27	AAHC	FPI	36	Family	1	$103,164.00	$19,730	$ 56,339	$ 76,069	73.7%	$ 5,261	$ 832	$ 1,411	$ 25	$ 2,993	$317.00
Independence Plaza	a128	AHA	FPI	186	Senior	2	$445,259.00	$104,762	$ 309,586	$ 414,348	93.1%	$ 1,182	$ 811	$ 94	-$ 6	$ 283	$ 15,032
Anne B Diament	w70	AHHC	FPI	65	Senior	1	$155,743.00	$31,486	$ 95,800	$ 127,286	81.7%	$ 3,190	$ 357	$ 0	$ 25	$ 2,808	$ 0
Estuary I (Lakehurst and Mosley Lp)	a142	ICD	FPI	45	PSH	1	$101,298.00	$10,197	$ 90,503	$ 100,700	99.4%	$ 192	$ 134	$ 34	$ 150	-$ 126	$ 2,794
Linnet Corner (Mabuhay and Lakehurst LP)	a143	ICD	FPI	64	Senior`	1	$124,859.00	$36,763	$ 82,898	$ 119,661	95.8%	$ 5,009	$ 1,032	$ 66	$ 0	$ 3,911	$ 7,820
TOTAL				799		13	$1,852,958.00	$494,381.04	$1,431,679.00	$1,926,060.04	103.9%	$ 120,074	$17,302	$14,630	$1,325	$86,896	$114,867

Housing Authority
of the
City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: June 17, 2026

Re: Accept property budget for Independence Plaza for July 1, 2026 through June 30, 2027.

BACKGROUND

The role of Property Operations and Asset Management is to ensure compliance with applicable regulatory agreements and underwritten financial performance.

In collaboration with Asset Living Management, a third-party property management company, Property Operations and Finance have prepared and now submit the annual operating budget for Independence Plaza.

DISCUSSION

The operating budget is a projection of the upcoming fiscal year's (FY 2026-2027) operating revenue and expenses, including administrative, marketing, utilities, operating and maintenance, taxes and insurance, and resident services. The budget also includes other required financial expenses, such as the monthly debt service payments and replacement reserve deposits for projecting the amount of cash flow available for distribution where applicable. Property Operations and Finance have reviewed and now submit the FY 2026-2027 draft budget to the Housing Authority of the City of Alameda (AHA) Board of Commissioners for approval. Upon the Board's approval, Property Operations and Asset Management will submit the budget to the appropriate lenders and regulatory agencies. Staff will bring any revision requests from funders, over 10% of the total budget, back to the Board of Commissioners for approval. The budget will be approved in AHA/AAHC/ICD's annual budget and this independent item is to provide more context.

Note; this appears on both AHA and Alameda Affordable Housing Corporation (AAHC) packets as AHA is the wonder and AAHC is technically the management entity, as required by HUD.

FISCAL IMPACT

Not applicable.

CEQA
Not applicable.

RECOMMENDATION
Accept the property budget for Independence Plaza for July 1, 2026 through June 30, 2027.

ATTACHMENTS
1. IP 2026-27 Operating Budget

Respectfully submitted,

Nancy Gerardin, Director of Property Operations

FPI MANAGEMENT
CULTURE GROUNDED IN H.E.A.R.T.

Budget Summary

Independence Plaza
Prepared By: Sandra Alcoba-Matos
Budget Year 2027

OCAF Rent Increase %
Date of Rent Increase

Tax Credit Rent Increase %
Date of Rent Increase

# of Units 186

DSCR Threshold	1.15
DSCR	0.000
Vacancy %	5.0%
Management Fee	4900.00%

DSCR Above Threshold Throughout Year? No
If not, violation Start Month
# of Months Violation Lasts 0
NOI Above/Below DSCR Requirement $3,060,617

	Monthly NOI Above/Below to Meet DSCR												
	$239,760	$262,584	$253,449	$257,846	$260,803	$237,679	$264,649	$260,117	$247,953	$259,953	$252,873	$262,953	$3,060,617
YEAR 2027	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Units Vacant:	9	9	9	9	9	9	9	9	9	9	9	9	112
Units Occupied:	177	177	177	177	177	177	177	177	177	177	177	177	74
% Vacant:	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
% Occupied:	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
Economic Occupancy *	92.8%	92.8%	92.8%	92.8%	92.8%	92.8%	92.8%	92.8%	92.8%	92.8%	92.8%	92.8%	92.8%

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	$/Unit
Revenue														
Total Rent Revenue	392,662	392,662	392,662	392,662	392,662	392,662	392,662	392,662	392,662	392,662	392,662	392,662	4,711,945	25,333
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Revenue	3,854	3,854	3,854	3,854	3,854	3,854	3,854	3,854	3,854	3,854	3,854	3,854	46,242	249
TOTAL REVENUE	396,516	396,516	396,516	396,516	396,516	396,516	396,516	396,516	396,516	396,516	396,516	396,516	4,758,187	25,582
OPERATING EXPENSES														
Payroll	52,454	35,437	35,069	35,069	35,069	57,848	33,373	35,069	35,069	35,069	35,069	35,069	459,663	2,471
Leasing & Marketing Expense	492	492	492	492	492	492	492	492	492	492	492	492	5,900	32
Administrative Expenses	20,621	14,813	16,517	16,920	16,963	17,307	14,813	17,649	14,813	14,813	24,893	14,813	204,933	1,102
Property Management Expense	9,114	9,114	9,114	9,114	9,114	9,114	9,114	9,114	9,114	9,114	9,114	9,114	109,368	588
Utility Expense	29,610	29,610	29,610	29,610	29,610	29,610	29,610	29,610	29,610	29,610	29,610	29,610	355,317	1,910
Repairs & Maintenance Expense	16,878	16,878	24,678	19,878	16,878	16,878	16,878	16,878	31,878	19,878	16,878	16,878	231,331	1,244
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance Expense	20,271	20,271	20,271	20,271	20,271	20,271	20,271	20,271	20,271	20,271	20,271	20,271	243,256	1,308
TOTAL OPER. EXPENSES	149,439	126,615	135,750	131,353	128,396	151,519	124,550	129,082	141,246	129,246	136,326	126,246	1,609,768	8,655
NET OPERATING INCOME	247,077	269,901	260,765	265,162	268,119	244,996	271,965	267,434	255,269	267,269	260,190	270,269	3,148,418	16,927
Debt Service (Interest)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation/Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership & Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET INCOME	247,077	269,901	260,765	265,162	268,119	244,996	271,965	267,434	255,269	267,269	260,190	270,269	3,148,418	16,927
Debt Service (principal Payments)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves	(7,317)	(7,317)	(7,317)	(7,317)	(7,317)	(7,317)	(7,317)	(7,317)	(7,317)	(7,317)	(7,317)	(7,317)	(87,801)	(472)
Capital Repairs	(541,290)	(773,790)	(50,000)	0	(240,000)	(5,000)	0	(310,500)	(5,000)	0	(260,400)	(5,000)	(2,190,981)	(11,779)
Capital Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rehab Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjustments to Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CASH FLOW	(301,531)	(511,206)	203,449	257,846	20,803	232,679	264,649	(50,383)	242,953	259,953	(7,527)	257,953	869,637	4,675
DSCR	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

* Economic Occupancy Excludes Retail Revenue

Enter Name and Date when Budget is approved

Owner/Asset Manager | Date | Time

FPI Director/VP | Date

Portfolio Manager | Date

Gatekeeper Checklist is not complete.

Housing Authority
of the
City of Alameda

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

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: June 17, 2026

Re: Accept property budget for Parrot Gardens for July 1, 2026 through June 30, 2027.

BACKGROUND

The role of Property Operations and Finance is to ensure compliance with applicable regulatory agreements and underwritten financial performance.

In collaboration with Asset Living Management, a 3rd party property management company, Property Operations and Finance have prepared and now submit the annual operating budget for Parrot Gardens.

DISCUSSION

The operating budget is a projection of the upcoming fiscal year's operating revenue and expenses including administrative, marketing, utilities, operating and maintenance, taxes and insurance, and resident services. The budget also includes other required financial expenses such as the monthly debt service payments and replacement reserve deposits for projecting the amount of cash flow available for distribution where applicable. Property Operations and Finance have reviewed and now submit the FY 2026-2027 draft budget to the Housing Authority of the City of Alameda Board of Commissioners for approval. Upon the Board's approval, Property Operations and Finance will submit the budget to the appropriate lenders and regulatory agencies. Staff will bring any revision requests from funders over 10% of total budget back to the Board of Commissioners for approval. The budget will be approved in AHA/AAHC/ICD's annual budget and this independent item is to provide more context.

FISCAL IMPACT

Not applicable.

CEQA

Not applicable.

RECOMMENDATION

Accept property budget for Parrot Gardens for July 1, 2026 - June 30, 2027.

ATTACHMENTS

1. Parrot Gardens 2026-27 Operating Budget

Respectfully submitted,

Nancy Gerardin, Director of Property Operations

FPI MANAGEMENT
CULTURE GROUNDED IN H.E.A.R.T.

Budget Summary

Parrot Gardens

Prepared By: Danielle Bernard

Budget Year 2027

# of Units 8

OCAF Rent Increase %

Date of Rent Increase

Tax Credit Rent Increase %

Date of Rent Increase

DSCR Threshold	1.15
DSCR	0.000
Vacancy %	1.5%
Management Fee	4900.00%

DSCR Above Threshold Throughout Year? No

If not, violation Start Month

# of Months Violation Lasts 0

NOI Above/Below DSCR Requirement $154,858

	Monthly NOI Above/Below to Meet DSCR												
	$12,461	$13,748	$13,705	$13,748	$13,705	$12,316	$12,697	$12,153	$11,605	$13,748	$11,219	$13,752	$154,858
YEAR 2027	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Units Vacant:	0	0	0	0	0	0	0	0	0	0	0	0	1
Units Occupied:	8	8	8	8	8	8	8	8	8	8	8	8	7
% Vacant:	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
% Occupied:	98.5%	98.5%	98.5%	98.5%	98.5%	98.5%	98.5%	98.5%	98.5%	98.5%	98.5%	98.5%	98.5%
Economic Occupancy *	95.4%	95.4%	95.4%	95.4%	95.4%	95.4%	95.4%	95.4%	95.4%	95.4%	95.4%	95.4%	95.4%

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	$/Unit
Revenue														
Total Rent Revenue	19,454	19,454	19,454	19,454	19,454	19,454	19,454	19,454	19,454	19,454	19,454	19,454	233,453	29,182
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Revenue	3,570	3,570	3,570	3,570	3,570	3,570	3,570	3,570	3,570	3,570	3,570	3,578	42,848	5,356
TOTAL REVENUE	23,024	23,024	23,024	23,024	23,024	23,024	23,024	23,024	23,024	23,024	23,024	23,032	276,301	34,538
OPERATING EXPENSES														
Payroll	2,779	1,917	1,917	1,917	1,917	3,304	1,826	1,917	1,917	1,917	1,917	1,917	25,162	3,145
Leasing & Marketing Expense	25	25	25	25	25	25	25	25	25	25	25	25	297	37
Administrative Expenses	1,321	896	939	896	939	941	2,039	2,492	939	896	3,426	896	16,624	2,078
Property Management Expense	392	392	392	392	392	392	392	392	392	392	392	392	4,704	588
Utility Expense	2,841	2,841	2,841	2,841	2,841	2,841	2,841	2,841	2,841	2,841	2,841	2,841	34,089	4,261
Repairs & Maintenance Expense	2,321	2,321	2,321	2,321	2,321	2,321	2,321	2,321	4,421	2,321	2,321	2,325	29,957	3,745
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance Expense	884	884	884	884	884	884	884	884	884	884	884	884	10,611	1,326
TOTAL OPER. EXPENSES	10,563	9,276	9,319	9,276	9,319	10,708	10,328	10,871	11,419	9,276	11,806	9,280	121,443	15,180
NET OPERATING INCOME	12,461	13,748	13,705	13,748	13,705	12,316	12,697	12,153	11,605	13,748	11,219	13,752	154,858	19,357
Debt Service (Interest)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation/Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership & Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET INCOME	12,461	13,748	13,705	13,748	13,705	12,316	12,697	12,153	11,605	13,748	11,219	13,752	154,858	19,357
Debt Service (principal Payments)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Repairs	(19,625)	(125)	(125)	(96,125)	(125)	(125)	(16,125)	(16,125)	(125)	(125)	(125)	(3,125)	(152,000)	(19,000)
Capital Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rehab Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjustments to Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CASH FLOW	(7,164)	13,623	13,580	(82,377)	13,580	12,191	(3,428)	(3,972)	11,480	13,623	11,094	10,627	2,858	357
DSCR	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	

* Economic Occupancy Excludes Retail Revenue

Enter Name and Date when Budget is approved

Owner/Asset Manager | Date | Time

FPI Director/VP | Date

Portfolio Manager | Date

Gatekeeper Checklist is not complete.

Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: June 17, 2026

Re: Accept property budget for the Housing Authority of the City of Alameda (AHA) Scattered Sites for July 1, 2026 through June 30, 2027.

BACKGROUND

The role of Property Operations and Finance is to ensure compliance with applicable regulatory agreements and underwritten financial performance.

In collaboration with Asset Living Management, a 3rd party property management company, Property Operations and Finance have prepared and now submit the annual operating budget for AHA Scattered Sites.

DISCUSSION

The operating budget is a projection of the upcoming fiscal year's operating revenue and expenses including administrative, marketing, utilities, operating and maintenance, taxes and insurance, and resident services. The budget also includes other required financial expenses such as the monthly debt service payments and replacement reserve deposits for projecting the amount of cash flow available for distribution where applicable. Property Operations and Finance have reviewed and now submit the FY 2026-2027 draft budget to the Housing Authority of the City of Alameda Board of Commissioners for approval. Upon the Board's approval, Property Operations and Finance will submit the budget to the appropriate lenders and regulatory agencies. Staff will bring any revision requests from funders over 10% of total budget back to the Board of Commissioners for approval. The budget will be approved in AHA/AAHC/ICD's annual budget and this independent item is to provide more context.

FISCAL IMPACT

Not applicable.

CEQA

N/A

RECOMMENDATION

Accept property budget for the Housing Authority of the City of Alameda (AHA) Scattered Sites for July 1, 2026 through June 30, 2027.

ATTACHMENTS

1. AHA Scattered Sites 2026-27 Operating Budget

Respectfully submitted,

Nancy Gerardin, Director of Property Operations

FPI MANAGEMENT
CULTURE GROUNDED IN H.E.A.R.T.

Budget Summary

AHA Scattered

Prepared By: Sandra Alcoba-Matos
Budget Year 2027
# of Units 26

OCAF Rent Increase %
Date of Rent Increase
Tax Credit Rent Increase %
Date of Rent Increase

DSCR Threshold	1.15
DSCR	281.675
Vacancy %	4.0%
Management Fee	4900.00%

DSCR Above Threshold Throughout Year? Yes
If not, violation Start Month
# of Months Violation Lasts 0
NOI Above/Below DSCR Requirement $449,962

	Monthly NOI Above/Below to Meet DSCR												
	$35,398	$38,516	$38,516	$38,605	$38,687	$33,531	$38,931	$37,482	$38,087	$38,687	$35,752	$37,772	$449,962
YEAR 2027	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Units Vacant:	1	1	1	1	1	1	1	1	1	1	1	1	12
Units Occupied:	25	25	25	25	25	25	25	25	25	25	25	25	14
% Vacant:	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
% Occupied:	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%
Economic Occupancy *	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%	96.0%

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	$/Unit
Revenue														
Total Rent Revenue	60,994	60,994	60,994	60,994	60,994	60,994	60,994	60,994	60,994	60,994	60,994	60,994	731,932	28,151
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Revenue	559	559	559	559	559	559	559	559	559	559	559	549	6,695	258
TOTAL REVENUE	61,553	61,553	61,553	61,553	61,553	61,553	61,553	61,553	61,553	61,553	61,553	61,544	738,628	28,409
OPERATING EXPENSES														
Payroll	7,831	5,395	5,395	5,306	5,224	8,957	4,980	5,224	5,224	5,224	5,224	5,224	69,210	2,662
Leasing & Marketing Expense	69	69	69	69	69	69	69	69	69	69	69	69	828	32
Administrative Expenses	9,565	8,883	8,883	8,883	8,883	9,383	8,883	10,088	8,883	8,883	11,818	8,925	111,961	4,306
Property Management Expense	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	15,288	588
Utility Expense	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	34,559	1,329
Repairs & Maintenance Expense	1,872	1,872	1,872	1,872	1,872	1,872	1,872	1,872	2,472	1,872	1,872	1,813	23,002	885
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance Expense	2,665	2,665	2,665	2,665	2,665	2,665	2,665	2,665	2,665	2,665	2,665	2,665	31,974	1,230
TOTAL OPER. EXPENSES	26,155	23,037	23,037	22,948	22,867	27,100	22,622	24,071	23,467	22,867	25,802	22,850	286,821	11,032
NET OPERATING INCOME	35,398	38,516	38,516	38,605	38,687	34,454	38,931	37,482	38,087	38,687	35,752	38,694	451,806	17,377
Debt Service (Interest)	0	0	0	0	0	802	0	0	0	0	0	802	1,604	62
Depreciation/Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership & Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET INCOME	35,398	38,516	38,516	38,605	38,687	33,652	38,931	37,482	38,087	38,687	35,752	37,892	450,202	17,315
Debt Service (principal Payments)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Repairs	(7,667)	(667)	(1,667)	(667)	(667)	(30,667)	(667)	(7,867)	(667)	(667)	(20,467)	(20,467)	(92,800)	(3,569)
Capital Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rehab Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjustments to Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CASH FLOW	27,731	37,849	36,849	37,938	38,020	2,985	38,264	29,615	37,420	38,020	15,285	17,425	357,402	13,746
DSCR	0.000	0.000	0.000	0.000	0.000	42.960	0.000	0.000	0.000	0.000	0.000	48.247	281.675	

* Economic Occupancy Excludes Retail Revenue

Enter Name and Date when Budget is approved

Owner/Asset Manager | Date | Time

FPI Director/VP | Date

Portfolio Manager | Date

Gatekeeper Checklist is not complete.

Housing Authority
of the
City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Jocelyn Layte, Associate Project Manager

Date: June 17, 2026

Re: Adopt a Resolution to Authorize the Executive Director to Execute a First Amendment to the Consultant Services Agreement between The Housing Authority of the City of Alameda and Banksia Landscape, Inc., for Lakehurst Circle **(North Housing Block A)** for a New Maximum Contract Amount Not to Exceed $31,620, with a New Term expiring on November 25, 2030.

BACKGROUND

Lakehurst Circle landscaping is part of the Offsites preparation work completed in tandem with Linnet Corner and Estuary I. The Offsites work finished construction in 2025 and is the backbone infrastructure to Block A at North Housing (NHBA). At the time of The Estuary I and Linnet Corner construction completion, staff conducted a solicitation for landscape services for NHBA from which Banksia was selected. The original contract with The Housing Authority of the City of Alameda (AHA) was executed with a term of November 25, 2026, and a not to exceed amount of $ 3,324.00 dollars.

DISCUSSION

Banksia has an active contract with AHA that expires November 25, 2026, with an option to extend the contract for up to 60 months. Costs for this contract are covered via a shared use maintenance agreement between AHA and the Limited Partnerships of the NHBA, which allocates funds from operating and pre-construction budgets to pay for monthly services. This amendment extends the contract to November 25, 2030, and increases the not to exceed amount to $31,620. Banksia is contracted for several properties in the AHA portfolio and its affiliate Island City Development (ICD) and Alameda Affordable Housing Corporation (AAHC) portfolios. This amendment is being brought to the Board for approval as Banksia contracts total over $250,000 when considering all contracts.

To ease administrative burden and ensure consistent coverage of the landscape services at the property, the contract is being amended to terminate at its five-year cap. The new contract not to exceed amount, does not contemplate additional work outside the scope, nor does it contemplate any escalations in fees annually over the next five

years. The contract contingency of $15,000 covers extra work over the life of the contract and must be approved in writing by the Executive Director prior to work being done or costs accrued. Prior to the five-year termination date of November 25, 2030, the landscaping contract will be solicited as per AHA procurement procedures.

Original Contract	Term	Amount
	11/25/2026	$3,324
Contract Amendment No. 1	Term	Amount
	11/25/2030	$16,620
Contract Additional Contingency		$15,000
	TOTAL	$31,620

FISCAL IMPACT

Costs for services are covered via a shared use maintenance agreement between the AHA and the Limited Partnerships of the NHBA, which allocates funds from operating and pre-construction budgets to pay for monthly services. Therefore, no new fiscal impacts will be incurred from this contract extension.

CEQA

N/A

RECOMMENDATION

Adopt a Resolution to Authorize the Executive Director to Execute a First Amendment to the Consultant Services Agreement between The Housing Authority of the City of Alameda and Banksia Landscape, Inc., for Lakehurst Circle **(North Housing Block A)** to Increase the Contract Amount Not to Exceed to $31,620, with a New Term expiring on November 25, 2030.

ATTACHMENTS

1. Lakehrust Circle_Banksia Amend. No. 1
2. Lakehurst Circle Banksia Resolution 2026-

Respectfully submitted,

Jocelyn Layte, Associate Project Manager

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 18th day of June 2026, by and between the Housing Authority of the City of Alameda, a public body corporate and politic (hereinafter referred to as "AHA") and BANKSIA LANDSCAPE, INC (a California corporation) whose address is 1055 East Brokaw Road, Suite 30-348, San Jose, CA 95131, (hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

A. On November 25th, 2025, a Consultant Services Agreement was entered into by and between AHA and Contractor (hereinafter "Agreement").

B. The original Agreement limited the compensation to Contractor to a not to exceed amount of Three Thousand Three Hundred and Twenty-Four Dollars and Zero Cents ($3,324) for the term of the Agreement, which expires on November 25, 2026.

C. All conditions of the Consultant Services Agreement will remain the same except as amended below.

AHA and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. The entire contract is extended to November 25, 2030.

2. The not to exceed amount for the entire Agreement is increased by Twenty Eight Thousand Two Hundred Ninety-six Dollars and Zero Cents ($28,296.00) for a not to exceed amount of Thirty One Thousand Six Hundred and Twenty Dollars and Zero Cents ($31,620.00).

3. The Fee Schedule included as Exhibit B to the original agreement is hereby replaced in its entirety with the amended Fee Schedule attached to this amendment as Exhibit B-1.

4. Pursuant to Section 11 of the Agreement, the Insurance Requirements for Consultants attached to the Agreement as Exhibit C is hereby deleted in its entirety and replaced with the Amended Insurance Requirements attached hereto as Exhibit C-1 and incorporated herein by this reference.

5. Contractor confirms that all work completed by May 1, 2026, has been invoiced and the invoices have been received by AHA. No late invoices that are received after the execution of this second amendment will be honored for payment for the period prior to May 1, 2026.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

Banksia Landscaping Inc.

DocuSigned by:
Kevin Pearson
A28A75CD63D7418...

Kevin Pearson
President
6/9/2026

The Housing Authority of the City of Alameda, a Public Body Corporate Politic,

Sylvia Martinez
Director of Housing Development

Vanessa Cooper
President

EXHIBIT A-1
SCOPE OF SERVICES

See the following pages 1-5 for original scope of work for one year's service (11/25/25-11/25/26). This amendment provides for the same monthly scope for the period 11/25/26-11/25/2030

Additional landscaping services, as required or requested, and as authorized by LMLP in writing.

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BANKSIA
LANDSCAPE

Landscape Maintenance Proposal

Introduction

Banksia Landscape, Inc. is pleased to present this proposal for providing landscape maintenance services. Following a recent property walkthrough, we have familiarized ourselves with the current conditions and are confident in our ability to consistently meet your service expectations. Our mission is to enhance the beauty of your landscape while applying the highest standards in horticultural practices and customer service.

Who We Are

Banksia Landscape is a full-service commercial landscape company proudly serving the entire Bay Area. Headquartered in San Jose, we operate service centers in Alameda, Concord, and Fremont. Our diverse client base includes property management companies, retail shopping centers, multi-family housing developments, office campuses, and general contractors.

We are passionate about our craft and take pride in every project. Our purpose is to create lasting, high-quality landscape experiences where passion and professionalism intersect.

Our Best Practices at Work for You

Landscape maintenance is both an art and a science. A beautiful landscape depends on the precise blend of horticultural expertise and smart engineering. That beauty can only be sustained by teams equipped with the right tools, training, and resources.

At Banksia Landscape, we stay ahead of the curve—embracing the latest in aesthetic trends, environmental practices, and scientific developments.

We are proud participants in the local Bay-Friendly Landscaping Program and employ managers and supervisors who are certified “Bay-Friendly Qualified Professionals.” Our maintenance programs integrate the seven Bay-Friendly Principles to ensure long-term health and sustainability of your landscape.

We focus on protecting people, wildlife, and the environment—employing smart plant selection, efficient irrigation, and sustainable practices that reduce both water use and carbon emissions. This is what modern landscape stewardship looks like.

Conclusion

Thank you for taking the time to learn more about Banksia Landscape, Inc. We appreciate your thoughtful consideration of our proposal and look forward to the opportunity to partner with you in enhancing and preserving your landscape.

1055 East Brokaw Road • Suite 30-348, San Jose, CA 95131
408-617-7100 • banksialandscape.com
Lic# C27-1018037

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BANKSIA
LANDSCAPE

Landscape Management Solutions

Banksia Landscape Service, Inc. will serve as your horticultural asset manager for the following properties:

- **Alameda Housing Authority**

With our extensive experience and dedicated team, Banksia will deliver a comprehensive, proactive approach to landscape management, offering:

- A true business partnership to develop and protect your horticultural assets
- Proactive communications with your management team and community representative
- Consistent, full-service landscape management practices
- Proper frequencies and methods for establishing a new landscape—including pruning, fertilization, and pest management
- Irrigation system adjustments and checks to assure proper watering times and coverage
- Licensed and certified personnel across all core horticultural and irrigation disciplines

Our Staff

Our team is led by graduate horticulturists who train and manage our staff to the highest industry standards. Banksia employs Certified Landscape Professionals to oversee day-to-day operations while ensuring premium service quality and responsiveness. Our comprehensive support team includes:

- Certified irrigation technicians
- Licensed tree care professionals
- Field auditors
- Integrated Pest Management (IPM) specialists

Together, this team ensures your property receives expert care in every aspect of landscape maintenance.

Tree, Shrub Care

We recommend maintaining plant material in its natural form through selective pruning techniques. Fertilization is provided on an as-needed basis, and our teams perform bi-monthly inspections to monitor for signs of pests or disease.

Tree work above 15 feet in height is not included in the base agreement but can be performed by Banksia as an additional service upon request.

Ground Cover

Groundcovers are edged regularly to preserve a tidy and manicured appearance. Light topping may be performed periodically to control height, and we recommend a more significant pruning every few years to promote vigorous spring regrowth and rejuvenation.

Irrigation

We conduct monthly inspections of your irrigation system to ensure that watering schedules and coverage meet the needs of the landscape's root zones. Our team continuously adjusts heads, emitters, lines, and valves throughout the year to match seasonal requirements and plant health.

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BANKSIA
LANDSCAPE

Benefits to Alameda Housing Authority

Banksia Landscape, Inc. is a locally operated company committed to quality horticultural practices, outstanding customer service, and efficient business operations. Our team brings a proactive approach to every property we manage, with a focus on sustainable landscapes and client satisfaction.

Service Enhancements

We provide a range of value-added services designed to streamline operations and elevate landscape quality:

- Seamless transition between installation and maintenance teams
- Excellent client communication and proactive service with a single point of contact
- Innovative, value-driven observations and professional recommendations
- Experienced, detail-oriented staff led by horticulture graduates
- Specialized expertise in Water Management, Integrated Pest Management (IPM), and Landscape Enhancement Services
- Skilled in smart controller technology, including Rainmaster equipment

Sustainability

At Banksia Landscape, sustainability is not just a practice—it's a core value. We are committed to preserving and enhancing the natural environment while supporting the long-term health of the landscapes we manage. Our sustainable approach includes:

- Bay-Friendly Landscaping Principles: We actively integrate the 7 principles of Bay-Friendly Landscaping, focusing on soil health, waste reduction, and energy-efficient practices.
- Drought-Tolerant Planting: We advocate for the use of climate-appropriate and native plant material to reduce water consumption and support local biodiversity.
- Soil Health & Composting: Our maintenance practices encourage organic matter retention and soil enrichment, reducing the need for synthetic fertilizers.
- Smart Irrigation: We utilize advanced irrigation technology, including smart controllers and weather-based systems, to optimize water use.
- Low-Emission Equipment: Where feasible, we incorporate electric and battery-powered tools to reduce noise and air pollution.
- Eco-Friendly Inputs: All pest and disease treatments are chosen for their environmental safety, favoring organic and biological controls wherever possible.

Through these efforts, we aim to reduce the environmental footprint of our services while creating resilient, beautiful landscapes that thrive year-round.

Quality Focus

Our commitment is to deliver efficient, high-quality service with consistent attention to detail. All field staff are guided by internal tools such as:

- Monthly Maintenance Schedules
- Annual Integrated Pest Management Calendar
- Quality and Image Guidelines

These tools ensure consistency and accountability throughout the year.

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BANKSIA
LANDSCAPE

Water Conservation

Our Water Management Department is staffed with certified professionals, including State Water Auditors and CLCA-certified personnel. This team develops and manages water budgets that:

- Support plant health
- Reduce water bills
- Minimize damage to asphalt and hardscapes
- Ensure compliance with regional regulations

We are dedicated to helping clients save money while preserving California's precious water resources.

Integrated Pest Management

Banksia's IPM program prioritizes prevention, safety, and environmental responsibility:

- Proactive monitoring and least-risk strategies for plant health
- Use of slow-release fertilizers for consistent, balanced nutrition
- Preventative weed, disease, and insect control methods
- Low-risk, environmentally safe treatments when intervention is necessary
- Biological controls used wherever possible to support healthy landscapes

Licenses and Certifications

Our staff are extensively trained and certified to uphold the high standards we demand in landscape maintenance. Credentials held by our team include:

- Certified Landscape Professional – National Association of Landscape Professionals (NALP)
- Certified Landscape Technician – NALP
- Certified Irrigation Auditor – Irrigation Association
- Qualified Applicator License – CA Department of Pesticide Regulation
- Bay-Friendly Qualified Professional – Rescape California

Safety Program

Banksia Landscape maintains an exceptional safety record through a proactive and comprehensive Safety Program that exceeds industry standards. Our commitment to safety ensures the well-being of both our team and the properties we service.

Key elements of our safety program include:

- **Weekly Tailgate Safety Meetings** to address site-specific topics and reinforce safe work practices
- **Annual Company-Wide Safety Day**, offering hands-on training, equipment demonstrations, and certification updates
- **Consistent Crew Assignments** to promote familiarity with the site and reduce risks
- **Ongoing Safety Audits and Training Updates** to maintain awareness and compliance with OSHA and industry regulations

With these protocols in place, our clients can count on a crew that works efficiently and safely while maintaining a respectful presence on-site.

Management Processes

Banksia Landscape implements a robust internal management system to ensure each property receives consistent, high-quality service. Our approach emphasizes accountability, communication, and attention to detail.

Our implementation and ongoing management process includes:

Docusign Envelope ID: 3B030351-C360-8ED0-8384-02D486AB8A5E

Implementation Phase:

- **Customized Implementation Plan** tailored to your property's unique needs
- **Irrigation Diagnostic Report** to establish baseline performance and identify early improvements

Ongoing Services:

- **Monthly and Quarterly Walkthroughs** with client representatives to assess performance and address priorities
- **Routine Irrigation Analysis** to optimize efficiency and plant health
- **Stringent Quality Control Measures**, including internal audits and checklist reviews
- **Annual Budget Process** support, including recommendations for operational adjustments and capital improvements

Through these structured processes, we ensure proactive care, fast issue resolution, and a landscape program that evolves with your needs.

Statement of Qualifications

Why Banksia Landscape

Banksia Landscape combines the professionalism, processes, and efficiencies of a large-scale operation with the personal touch and local expertise of a Bay Area-based company. Whether you are a property owner, manager, or general contractor, we deliver high-quality landscape maintenance and enhancement services tailored to your goals.

We utilize advanced technology and industry best practices to manage landscapes efficiently and effectively. Our graduate horticulturists oversee service delivery across a broad portfolio, including:

- Corporate campuses
- Office and industrial buildings
- Residential communities
- Healthcare facilities
- Municipal properties

Our Culture & Commitment

The culture at Banksia Landscape fosters a deep commitment to customer service, personal ownership, and team collaboration. This environment not only enhances service quality but also reduces employee turnover—allowing us to provide clients with consistent crews who know your property well.

We are proud of our work and consistently strive to deliver a superior level of service. With award-winning expertise in both landscape maintenance and construction, we stand behind the quality of every project.

EXHIBIT B-1
FEE SHEDULE

PROPERTY	2026 Monthly Cost	2027-2030 Monthly Cost	Annualized	Written Approval required
Lakehurst Circle	$277.00		$3,324.00	
Lakehurst Circle**		$277.00	$13,296.00	
Additional Contingency***				$15,000.00

** This Amendment No. 1 to the consultant services agreement entered into on November 25, 2025 is accounting for the annualized fee listed in the above schedule over the remaining 4 year extension of the contract. ($3,324 * 4yrs = $13,296 (amnd No. 1) + $3,324 = $16,620 NTE) + $15,000 = $31,620.00

*** Any and all work under this line of funds must be requested in writing by the Contractor to the AHA and is at the discretion of the AHA to be approved or denied. Approvals and denials will be in writing by the Executive Director or their designee to the Contractor in advance of any work being done or costs accrued. An annual increase in regular monthly service fees shall be requested on the contracts effective date anniversary (November 25th) and approved by AHA in writing and is subject to a reasonable standard.

Additional Labor Service	Hourly Rates (Standard hrs)
1. Account Manager	$165
2. Irrigation Technician	$105
3. Pest Control Operator	$135
4. Construction	$85
5. Emergency Service	$165

Note: *Normal business hours are Monday – Friday, 6am – 4pm with Emergency services to be considered outside normal business hours, weekends &/or holidays.*

EXHIBIT C-1

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 Civils 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.
- **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, tenant, applicants etc.

- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.
- The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than $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 services (data storage, website design, etc.).
  - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic. information, extortion and network security.
  - The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits 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, 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.

Housing Authority of the City of Alameda

Resolution No. 2026-___

Authorize the Executive Director to Execute a First Amendment to the Consultant Services Agreement between The Housing Authority of the City of Alameda and Banksia Landscape Inc, for Lakehurst Circle to Increase the Not to Exceed Amount to $31,620.00, with a New Term Expiring on November 25, 2030.

At a duly constituted meeting of the Board of Commissioners (the "**Board**") of The Housing Authority of the City of Alameda, a California nonprofit public benefit corporation ("**AHA**"), held on June 17th, 2026 (the "**Meeting**"), the following resolutions were adopted:

WHEREAS, the Housing Authority of the City of Alameda, a public body, corporate and politic, ("Housing Authority") is permitted to transact business and exercise any power inferred pursuant to the Housing Authorities Law (Health and Safety Code Section 34200 et seq.);

WHEREAS, AHA entered into a Consulting Services Agreement with Banksia Landscape Inc for Landscaping Services on November 25, 2025;

WHEREAS, the first amendment is being made to increase the not to exceed amount and extend the contract term to ensure consistent provision of landscaping services and ease administrative burden;

NOW, THEREFORE, BE IT RESOLVED, that the Board finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to execute the First Amendment to the consultant services agreement between The Housing Authority of the City of Alameda and Banksia Landscape Inc, to increase the contract not to exceed amount to $31,620.00 and extend the term to November 25, 2030.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: ___ Commissioners:

Nayes: ___ Commissioners:

Abstain: ___ Commissioners:

Absent: ___ Commissioners:

******

ATTEST:

Vanessa M. Cooper Secretary/Executive Director	Carly Grob, Chair Board of Commissioners

Approved as to form

_____
General Counsel

Adopted: _____, 2026

Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: June 17, 2026

Re: Adopt a Resolution approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Law Offices of Shelley S. Buchanan for eviction and property management counsel services with a maximum contract amount not to exceed $150,000 for a one-year term expiring on June 30, 2027.

BACKGROUND

As a property owner, the Housing Authority of the City of Alameda (AHA) is obtains and utilizes legal consultants for eviction and property management services for its AHA affiliated sites. Under AHA's procurement policy and procedures, and in compliance with HUD guidelines, it is preferable to enter into a contract for ongoing legal services.

DISCUSSION

RFP Process

On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services. AHA received 12 proposals from legal firms, including the Law Offices of Shelley S. Buchanan (Shelley Buchanan). In the proposals, the firms selected counsel roles to provide, including 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 experience in Eviction and Property Management Counsel services were selected to interview with the Committee. The interview panel was composed of AHA staff. This panel interviewed three firms on April 3, 2026: 1. Aleshire & Wynder, LLP 2. Nixon Peabody LLP and 3. Shelley Buchanan. All three firms were qualified and ranked well for the services. AHA has utilized Shelley Buchanan’s services since 2024 and the firm is working on several on-going cases. AHA proposes to continue utilizing the firm’s services to complete those cases and other cases as needed. By October 31 2026,

AHA staff will determine how to best divide the cases and contracts between the three qualified firms.

Like many other affordable and market rate owners, it has taken several years for COVID-related legal actions involving AHA-affiliated properties to come to fruition, in part due to changing laws, COVID-era protections on rent due, and lengthy court delays. Many of the most difficult COVID-era cases were not settled until 2024-2025. As many of these cases have taken an extended amount of time and significant legal effort, AHA requires the continued services of the Law Offices of Shelley S. Buchanan and, therefore, requests a new agreement as a result of the 2026 Legal Services RFP for a not-to-exceed amount of $150,000. 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 Shelley Buchanan at actual cost.

Hourly rates for the firm are as follows:

Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
Principal Attorney	$205	$210	$215	$220	$225
Special Counsel	$205	$210	$215	$220	$225

Eviction Process and Counsel

Legal action, including evictions, are AHA’s last option for tenants who do not pay rent or violate the lease. AHA works closely with local funding sources, and with our supportive services provider, LifeSTEPS, to seek rental assistance for tenants requiring those services. It is AHA's mission to preserve affordable housing in the City of Alameda. AHA does not waive rent owed, but has found that, especially post-COVID, informal payment plans between the tenant and AHA's property management service provider do not work, leading to a larger balance by the time a termination of tenancy action is filed. Therefore, AHA prefers to implement stipulated agreements drafted by legal counsel. Using legal counsel for such actions allows for better adherence to fair housing requirements, as well as offering standard payment plans and accurate stipulation terms. However, there are also occasions where legal counsel must

represent AHA, its legal affiliates and/or their properties, in court to settle litigation-related matters. In addition to non-payment related legal actions, counsel also responds to nuisance issues, including damage to property, theft, harassment, abandonment of property, smoking in prohibited areas, hoarding and other habitability-related issues. This is to ensure the quiet enjoyment of the property by other tenants and, ultimately, to preserve the city's affordable housing stock.

Previous Contracts and Expenses with Shelley Buchanan

Shelley S. Buchanan had worked for the Law Offices of Bill Ford, which provided legal services to AHA since 2018. Continued legal counsel services are required as a result of ongoing post-COVID legal activities and necessitate the increase of the overall compensation amount. Due to the sudden closing of the Law Offices of Bill Ford, AHA initiated a sole source agreement with the Law Offices of Shelley S. Buchanan on January 16, 2024, for a not-to-exceed amount of $100,000 to continue the assistance on the cases while AHA staff worked on an RFP. The agreement was then later amended to increase the not-to-exceed amount to $185,000. This contract is now closed out.

In July 2024, AHA published an RFP for Legal Services — Eviction and Property Management Counsel. AHA received one submission from the Law Offices of Shelley S. Buchanan and deemed the submission to be responsive. The Evaluation Committee reviewed the proposal and determined it met the requirements and standards of the solicitation. In August 2024, the Law Offices of Shelley S. Buchanan was awarded the contract, in the amount of $100,000, with a term of October 24, 2024 to October 25, 2027. Since the initiation of this agreement, Staff has brought the agreement to the Board to amend and increase not-to-exceed amount to $350,000.

There have been some accounting issues related to late invoicing by the firm and incomplete payment processing by Asset Living (property management company). The reconciliation for the two agreements are complete after a thorough review by AHA staff. To date, approximately $180,694.5 has been expensed for the January 2024 agreement and approximately $319,829.59 has been expensed for the August 2024 agreement. AHA staff has been overseeing the accounting issues since December 2025 to ensure accuracy in payment.

FISCAL IMPACT

Funding for this contract has been approved and is budgeted in the current fiscal year for expenditures that are charged directly to AHA as well as the proposed fiscal year 2026-2027 budget. For additional expenses related to specific properties, those costs are paid by property management for the individual properties where the tenant has a lease and these expenditures are reflected in the individual property budgets.

CEQA

Not applicable.

RECOMMENDATION

Adopt a Resolution approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Law Offices of Shelley S. Buchanan for eviction and property management counsel services with a maximum contract amount not to exceed $150,000 for a one-year term expiring on June 30, 2027.

ATTACHMENTS

1. ATTACHMENT A- Law Offices of Shelley Buchanan Presentation
2. ATTACHMENT B- Law Offices of Shelley Buchanan Draft Services Agreement
3. ATTACHMENT C- Shelley Buchanan Resolution

Respectfully submitted,
Radha Mehta
Radha Mehta, Management Analyst

Adopt a Resolution approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Law Offices of Shelley S. Buchanan for eviction and property management counsel services with a maximum contract amount not to exceed $150,000 for a one-year term expiring on June 30, 2027.

June 17, 2026

Housing Authority of the City of Alameda

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Agenda

- RFP Process & Timeline
- Evaluation
- Eviction Counsel Services
- Recommendation for Selection
- Cost Proposal
- General Counsel Transition
- Questions

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RFP Process

- On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services
- AHA received 12 proposals from legal firms
- The Evaluation Committee reviewed and ranked the proposals
- Firms with interest in Eviction Counsel services were selected to interview:
  - Aleshire & Wynder, LLP
  - Nixon Peabody, LLP
  - Law Offices of Shelley B. Buchanan

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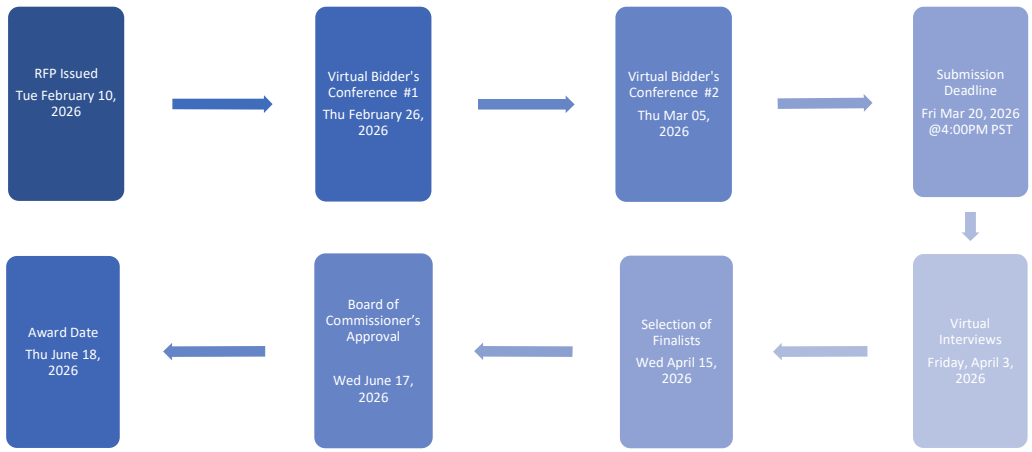
RFP Timeline



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Eviction and Property Management Counsel Services

- Guidance on Housing Authority's third-party managed sites and property management agreements/compliance
- Preparation, modification and approval of dwelling, and legally compliant lease(s) and notices.
- Track status of terminations of tenancy in designated software (MyCase currently) and provide a weekly spreadsheet identifying the status of all cases in process. Attend weekly legal case review calls as necessary.
- Proactively provide legal opinions and representation in matters related to landlord-tenant law, such as disputes involving leases, management agreements.
- Appear in court on behalf of ownership. Prepare staff and contractors for court.
- Provide timely notification of changes in local and state laws that are related to landlord-tenant law.
- Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling units or for the collection of rent.
- Performance of services necessary in the prosecution of contested eviction actions, including unlawful detainers.

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Cost Proposal

Hourly rates for the firm are as follows:

Law Offices of Shelley Buchanan					
Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
Principal Attorney	$205.00	$210.00	$215.00	$220.00	$225.00
Special Counsel	$205.00	$210.00	$215.00	$220.00	$225.00

Travel Fees: Law Offices of Shelley Buchanan will not charge for travel costs for attendance at regularly scheduled meetings.

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Questions and Answers

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CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this June 18, 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 LAW OFFICIES OF SHELLEY S. BUCHANAN, a Sole Proprietorship whose address is 454 Las Galinas, Suite 1119, San Rafael, CA 94903 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

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

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

C. AHA has determined that it requires professional services for Eviction and Property Management Counsel services.

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

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

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

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

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on June 30, 2027, 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 One Hundred Fifty Thousand Dollars ($150,000), 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@alamedahsg.org or on the AHA's vendor portal.

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501-2161
ATTN: Nancy Gerardin
(510) 747-4302

Email: ngerardin@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 "lndemnitees") 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 lndemnitees 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.

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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 h s 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:

Shelley S. Buchanan
454 Las Gallinas, Suite 1119 San Rafael, CA 94903
415-566-3548 ssbuchananlaw@gmail.com

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 extend 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 extend 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 regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

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

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

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

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

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 priorcondition 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.

33.10 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.

33.11 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.

33.12 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.

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]

DRAFT

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

"CONSULTANT"

LAW OFFICES OF SHELLEY S. BUCHANAN

By:_____

Name: Shelley Buchanan

Its: Principal Attorney

"AHA"

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

By:_____
Vanessa Cooper, Executive Director

By: _____

Nancy Gerardin, Director of Property Operations

EXHIBIT A
SCOPE OF SERVICES

AHA Standards and Requirements for all 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 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 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:** Counsel 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 insurance requirements via Exhibit E- Attachment C. Counsel shall submit proof of insurance 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 Counsel and any subcontractors 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 will be provided with the Record Retention Schedule after the award. 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.

Eviction and Property Management Counsel

- Guidance on Housing Authority's third-party managed sites and property management agreements/compliance
- Preparation, modification and approval of dwelling, and legally compliant lease(s) and notices.
- Track status of terminations of tenancy in designated software (MyCase currently) and provide a weekly spreadsheet identifying the status of all cases in process. Attend weekly legal case review calls as necessary.
- Proactively provide legal opinions and representation in matters related to landlord-tenant law, such as disputes involving leases, management agreements.
- Appear in court on behalf of ownership. Prepare staff and contractors for court.
- Provide timely notification of changes in local and state laws that are related to landlord-tenant law.
- Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling units or for the collection of rent.
- Performance of services necessary in the prosecution of contested eviction actions, including unlawful detainers.

EXHIBIT B

FEE SCHEDULE

Law Offices of Shelley Buchanan					
Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
Principal Attorney	$205.00	$210.00	$215.00	$220.00	$225.00
Special Counsel	$205.00	$210.00	$215.00	$220.00	$225.00

Travel Fees: Law Offices of Shelley Buchanan will not charge for travel costs for attendance at regularly scheduled meetings.

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 Civils 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

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA APPROVING THE EXECUTIVE DIRECTOR TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH LAW OFFICES OF SHELLEY S. BUCHANAN FOR EVICTION AND PROPERTY MANAGEMENT COUNSEL SERVICES.

WHEREAS, the Housing Authority of the City of Alameda, a public body, corporate and politic, ("Housing Authority") is permitted to transact business and exercise any power inferred pursuant to the Housing Authorities Law (Health and Safety Code Section 34200 et seq.);

WHEREAS, the Housing Authority Board of Commissioners have previously approved agreements for eviction and property management counsel services with Law Offices of Shelley S. Buchanan through a solicitation; and

WHEREAS, the Housing Authority issued a Request for Proposals for Legal Services on February 10, 2026, including services for property management counsel; and

WHEREAS, the Law Offices of Shelley S. Buchanan was a successful bidder and recommended by staff to be included in the law firms to serve as eviction counsel; and

WHEREAS, the proposed budget includes expenditures that are necessary to provide legal guidance on issues involving litigation, settlements, compliance, and nonpayment of rent for the efficient and economical operation of housing; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

BE IT FURTHER RESOLVED that Board of Commissioners adopt a Resolution to approve a Consultant Services Agreement between the Housing Authority of the City of Alameda and Law Offices of Shelley S. Buchanan for Eviction and Property Management Counsel services with a maximum contract amount not to exceed $150,000 for a one-year term to June 30, 2027.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: Commissioners:

Nayes: Commissioners:

Abstain: Commissioners:

Absent: Commissioners:

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ATTEST:

Vanessa M. Cooper Secretary/Executive Director	Carly Grob, Chair Board of Commissioners

Approved as to form

_____
General Counsel

Adopted: _____, 2026

Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: June 17, 2026

Re: Adopt a Resolution Approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029.

BACKGROUND

As a property owner, the Housing Authority of the City of Alameda (AHA) obtains and utilizes eviction and property management counsel for its AHA affiliated sites. Under AHA's procurement policy and procedures, and in compliance with HUD guidelines, it is preferable to enter into a multi-year contract for ongoing legal services.

DISCUSSION

On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services. AHA received 12 proposals from legal firms, including Nixon Peabody, LLP (Nixon Peabody). 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, housing programs counsel and property management counsel (including evictions). The evaluation committee reviewed and ranked the proposals and the firms with experience in eviction counsel services were selected to interview with the committee. The interview panel was composed of AHA staff.

This panel interviewed three firms on April 3, 2026: 1. Aleshire & Wynder, LLP 2. Nixon Peabody LLP and 3. Law Offices of Shelley S. Buchanan (Attorney at Law). All three firms were qualified and ranked well for the services. AHA proposes Nixon Peabody to assist with eviction counsel services on an as-needed basis, including any legal actions needed to manage or address issues at the Community Land Trusts (i.e. Regent Street Community Land Trust and Santa Clara Street Community Land Trust).

Nixon Peabody 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 litigation, settlements, compliance, and nonpayment of rent. Their local office is located in San Francisco, and they have provided legal services since 1999.
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. Nixon Peabody will not charge for travel costs, unless agreed in advance to reimburse for travel costs of an extraordinary nature. The firm does not charge for routine printing and copying, conference call service, non-express mail postage, faxing, or secretarial/word processing support. Hourly rates for the firm are as follows:

Title	2026	2027	2028	2029	2030	2031
Partner	$915	$960	1,010	$1,060	$1,115	$1,170
Counsel/Sr. Associate	$720	$755	$795	$835	$880	$925
Jr. Associate	$665	$700	$735	$770	$810	$850

This contract is being brought to the Board as AHA has other contracts and subcontracts with Nixon Peabody, LLP that exceed the Executive Director’s $250,000 authority.

FISCAL IMPACT

The Housing Authority's budget includes funding for eviction services for the current fiscal year (ending June 30, 2026) and the next fiscal year (July 1, 2026 through June 30, 2027). Future budgets will incorporate sufficient funds for services rendered during the remainder of the agreement’s initial three-year term and an additional two-year term, if the Board of Commissioners chooses to extend the term of the agreement.

CEQA

Not applicable.

RECOMMENDATION

Adopt a Resolution to Approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029.

ATTACHMENTS

1. ATTACHMENT A- Nixon Peabody- BOC Presentation

2. ATTACHMENT B- Nixon Peabody Draft Services Agreement
3. ATTACHMENT C- Nixon Peabody LLP Resolution

Respectfully submitted,
Radha Mehta
Radha Mehta, Management Analyst

Adopt a Resolution to Approve the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029.

June 17, 2026

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

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Agenda

- RFP Process & Timeline
- Evaluation
- Eviction Counsel Services
- Cost Proposal
- Questions

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

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RFP Process

- On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services
- AHA received 12 proposals from legal firms
- The Evaluation Committee reviewed and ranked the proposals
- Firms with interest in Eviction Counsel services were selected to interview:
  - Aleshire & Wynder, LLP
  - Nixon Peabody, LLP
  - Law Offices of Shelley B. Buchanan

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

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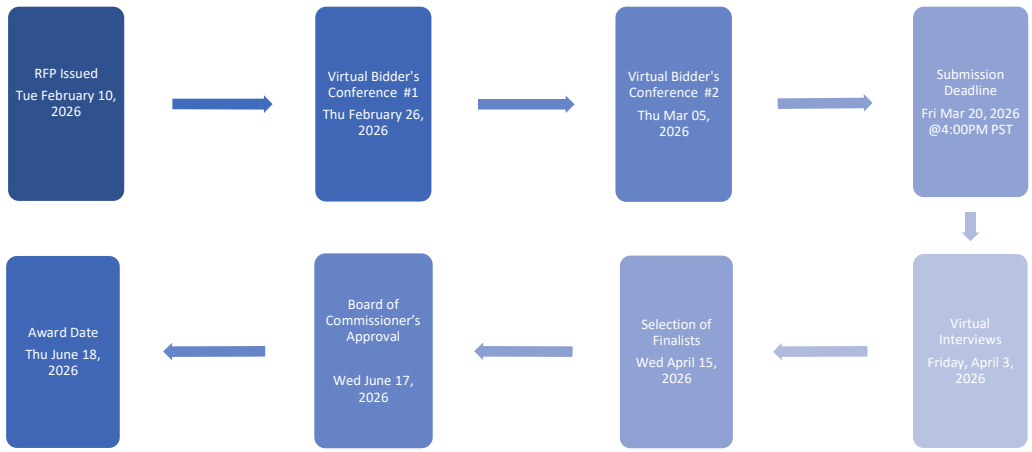
RFP Timeline



Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

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Eviction and Property Management Counsel Services

- Guidance on Housing Authority's third-party managed sites and property management agreements/compliance
- Preparation, modification and approval of dwelling, and legally compliant lease(s) and notices.
- Track status of terminations of tenancy in designated software (MyCase currently) and provide a weekly spreadsheet identifying the status of all cases in process. Attend weekly legal case review calls as necessary.
- Proactively provide legal opinions and representation in matters related to landlord-tenant law, such as disputes involving leases, management agreements.
- Appear in court on behalf of ownership. Prepare staff and contractors for court.
- Provide timely notification of changes in local and state laws that are related to landlord-tenant law.
- Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling units or for the collection of rent.
- Performance of services necessary in the prosecution of contested eviction actions, including unlawful detainers.
- Assistance with land lease/ HOA/homeowner related legal actions.

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Cost Proposal

Hourly rates for the firm are as follows:

Title	2026	2027	2028	2029	2030	2031
Partner	$915	$960	$1010	$1060	$1115	$1170
Counsel/Sr. Associate	$720	$755	$795	$835	$880	$925
Jr. Associate	$665	$700	$735	$770	$810	$850

Travel Fees: Nixon Peabody will not charge for travel costs, unless agreed in advance to reimburse for travel costs of an extraordinary nature.

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Questions and Answers

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CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this June 18, 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 Nixon Peabody, LLP a New York Partnership located at 1300 Clinton Square, Rochester, NY 14604 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

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

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

C. AHA has determined that it requires professional services for Eviction and Property Management Counsel services.

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

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

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

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

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on June 30, 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 Seventy Five Thousand Dollars ($75,000), 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@alamedahsg.org or on the AHA's vendor portal.

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501-2161
ATTN: Nancy Gerardin
(510) 747-4302

Email: ngerardin@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.

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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 h s 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:

Ashley Klein, Partner
1 Embarcadero Ctr San Francisco, CA 94111
415.984.8390 aklein@nixonpeabody.com

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 extend 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 extend 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 regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

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

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

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

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

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 priorcondition 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.

33.10 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.

33.11 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.

33.12 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.

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]

DRAFT

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

"CONSULTANT"

Nixon Peabody, LLP

By:_____

Name: Ashley Klein

Its: Partner

"AHA"

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

By:_____
Vanessa Cooper, Executive Director

By: _____

Nancy Gerardin, Director of Property Operations

EXHIBIT A
SCOPE OF SERVICES

AHA Standards and Requirements for all 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 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 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:** Counsel 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 insurance requirements via Exhibit E- Attachment C. Counsel shall submit proof of insurance 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 Counsel and any subcontractors 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 will be provided with the Record Retention Schedule after the award. 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.

Eviction and Property Management Counsel

- Guidance on Housing Authority's third-party managed sites and property management agreements/compliance
- Preparation, modification and approval of dwelling, and legally compliant lease(s) and notices.
- Track status of terminations of tenancy in designated software (MyCase currently) and provide a weekly spreadsheet identifying the status of all cases in process. Attend weekly legal case review calls as necessary.
- Proactively provide legal opinions and representation in matters related to landlord-tenant law, such as disputes involving leases, management agreements.
- Appear in court on behalf of ownership. Prepare staff and contractors for court.
- Provide timely notification of changes in local and state laws that are related to landlord-tenant law.
- Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling units or for the collection of rent.
- Performance of services necessary in the prosecution of contested eviction actions, including unlawful detainers.
- Assistance with land lease/ HOA/homeowner related legal actions.

EXHIBIT B

FEE SCHEDULE

Title	2026	2027	2028	2029	2030	2031
Partner	$915	$960	$1010	$1060	$1115	$1170
Counsel/Sr. Associate	$720	$755	$795	$835	$880	$925
Jr. Associate	$665	$700	$735	$770	$810	$850

NP will not charge for travel costs, unless agreed in advance to reimburse for travel costs of an extraordinary nature. The firm does not charge for routine printing and copying, conference call service, non-express mail postage, faxing, or secretarial/word processing support. Our charges for out-of-pocket expenses represent either a direct pass-through of a cost from another party or an approximation of our own internal costs, which include no add-ons. Typical examples of out-of-pocket expenses are filing fees, express delivery charges, and electronic research. We closely monitor such expenses to be certain they are only incurred when needed.

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 Civils 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

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA APPROVING A CONSULTANT SERVICES AGREEMENT WITH NIXON PEABODY, LLP FOR SPECIALIZED EVICTION COUNSEL SERVICES.

WHEREAS, the Housing Authority of the City of Alameda, a public body, corporate and politic, ("Housing Authority") is permitted to transact business and exercise any power inferred pursuant to the Housing Authorities Law (Health and Safety Code Section 34200 et seq.);

WHEREAS, the Housing Authority Board of Commissioners have previously approved agreements for specialized eviction counsel services; and

WHEREAS, the Housing Authority issued a Request for Proposals for Legal Services on February 10, 2026, including services for property management counsel; and

WHEREAS, the law firm of Nixon Peabody, LLP was a successful bidder and recommended by staff to be included in the law firms to serve as eviction counsel; and

WHEREAS, the proposed budget includes expenditures that are necessary to provide legal guidance on issues involving litigation, settlements, compliance, and nonpayment of rent for the efficient and economical operation of housing; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

BE IT FURTHER RESOLVED that Board of Commissioners approve a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: Commissioners:

Nayes: Commissioners:

Abstain: Commissioners:

Absent: Commissioners:

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ATTEST:

Vanessa M. Cooper Secretary/Executive Director	Carly Grob, Chair Board of Commissioners

Approved as to form

General Counsel

Adopted: _____, 2026

Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: June 17, 2026

Re: Adopt a Resolution Approving a Third Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Goldfarb & Lipman LLP for Special Counsel services to increase the maximum contract amount by $150,000 to a new maximum not to exceed contract amount of $1,025,000 and maintain current expiration date of October 2028.

BACKGROUND

As a public agency, the Housing Authority of the City of Alameda (AHA) is required to obtain and utilize counsel services to address its legal needs. Under AHA's procurement policy and procedures, and in compliance with HUD guidelines, it is preferable to enter into a multi-year contract for ongoing legal services. AHA has been utilizing Goldfarb & Lipman, LLP (Goldfarb) for general counsel legal services under the current agreement since October 2023 and initiated a not-to-exceed amount of $450,000. In April 2025, staff requested an increase of $350,000 for a not-to-exceed amount of $800,000 and extended the agreement by two additional years to October 2028. In March 2026, staff requested another amendment to increase the not-to-exceed amount to $875,000. Staff only increased the agreement amount by $75,000 due to the new solicitation issued for Legal Services in February 2026.

DISCUSSION

On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services. Goldfarb & Lipman LLP’s proposal was not submitted in the e-procurement website by the proposal submittal deadline. AHA received 12 proposals from legal firms, including Aleshire & Wynder, LLP (A&W). 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. A&W was ranked first by the panelists for General Counsel services and on May 20, 2026, the Board of Commissioners approved the proposed agreement with A&W for General Counsel Services. AHA has discussed the transition of General Counsel services with Goldfarb & Lipman and offered the firm to continue to provide legal services to AHA until the expiration of the agreement of October 2028. Effective July 1, 2026, Goldfarb & Lipman will be transitioning from

General Counsel to Special Counsel. The additional compensation of $150,000 ensures enough contract funds to allow for the handover of projects prior to the contract termination date of October 2028.

FISCAL IMPACT

Funding for this contract has been approved and is budgeted for in the current fiscal year 2025-2026 and the proposed 2026-2027 budget. Expenditures will continue to be reviewed regularly to ensure sufficient contract authority during the general counsel transition.

CEQA

Not applicable

RECOMMENDATION

Adopt a Resolution Approving a Third Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Goldfarb & Lipman LLP for Special Counsel services to increase the maximum contract amount by $150,000 to a new maximum not to exceed contract amount of $1,025,000 and maintain current expiration date of October 2028.

ATTACHMENTS

1. ATTACHMENT A - Goldfarb & Lipman Presentation
2. ATTACHMENT B- Goldfarb & Lipman Amendment No. 3
3. ATTACHMENT C- Goldfarb & Lipman Resolution

Respectfully submitted,

Radha Mehta

Radha Mehta, Management Analyst

Adopt a Resolution to authorize the Executive Director to Execute a Third Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Goldfarb & Lipman LLP for Special Counsel Services and other legal services increasing the maximum contract amount by $150,000 to the new maximum not to exceed contract amount of $1,025,000 and maintain current expiration date of October 2028.

June 17, 2026

Housing Authority of the City of Alameda

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Housing Authority of the City of Alameda

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Agenda

- Current Scope of Services
- Expenses
- Transition of Services
- Recommendation

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Current Scope of Services

General Counsel Services:

- 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.
- Research, interpret laws, proposed legislation, case law, and other statutory authorities.
- Research, interpret, and provide legal guidance on administrative and governance matters.
- 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.
- Respond to or assist staff in responding to legal notices.
- Prepare legal opinions, position papers, oral or written reports on any matters outlined above and advise the Board of Commissioners and staff.

Housing Authority of the City of Alameda

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Housing Authority of the City of Alameda

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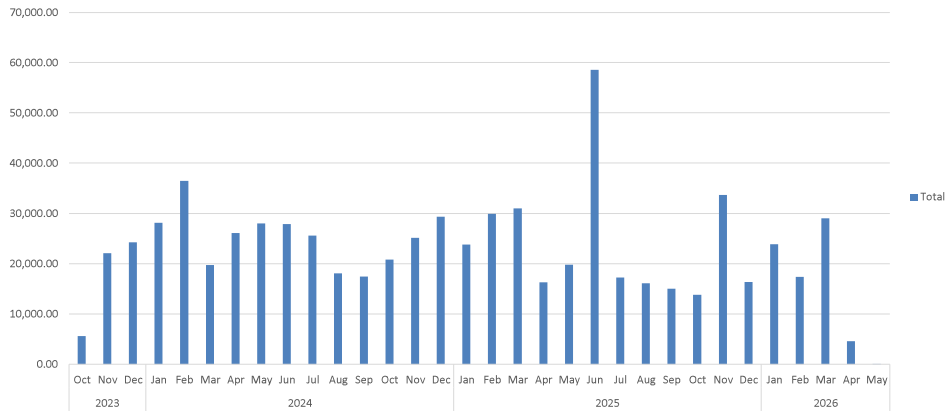
Expenses

Total of $721,090.46 spent to date (April and May billings in process to be paid):



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Transition of Services

- On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services.
- Effective July 1, 2026, Aleshire & Wynder, LLP will be serving as the General Counsel.
- Staff is continuing to work on a transition plan to migrate projects from Goldfarb & Lipman, LLP to Aleshire & Wynder, LLP
- AHA has discussed the transition of General Counsel services with Goldfarb & Lipman and offered the firm to continue to provide legal services to AHA until the expiration of the agreement of October 2028.

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Recommendation

- Adopt a Resolution to authorize the Executive Director to Execute a Third Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Goldfarb & Lipman LLP for Special Counsel Services and other legal services increasing the maximum contract amount by $150,000 to the new maximum not to exceed contract amount of $1,025,000 and maintain current expiration date of October 2028

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Questions and Answers

Housing Authority of the City of Alameda

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Housing Authority of the City of Alameda

7

THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 18th day of June 2026, by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA") and GOLDFARB & LIPMAN LLP, a corporation whose address is 1300 Clay Street, 11th Floor, Oakland, CA 94612 (hereinafter referred to as "CONSULTANT") is made with reference to the following:

RECITALS:

A. On October 24, 2023, an agreement was entered into by and between AHA and Contractor (hereinafter "Agreement") with a term date of June 30, 2026 and not-to-exceed amount of Four Hundred Fifty Thousand Dollars ($450,000).

B. On April 16, 2025, the agreement was amended to extend until October 23, 2028 and the entire Agreement was increased by Three Hundred Fifty Thousand Dollars ($350,000) to be amended to a not to exceed amount of Eight Hundred Thousand dollars (800,000) for services.

C. On February 19, 2026, the agreement was amended and the entire Agreement was increased by Seventy-Five Thousand Dollars ($75,000) to be amended to a not to exceed amount of Eight Hundred Seventy-Five Thousand dollars ($875,000) for services, the scope of services was replaced with Exhibit A-1, and the Insurance Requirement was replaced with Exhibit C-1.

AHA and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. The not to exceed amount for the entire Agreement shall be increased by One Hundred Fifty Thousand Dollars ($150,000) to be amended to a not to exceed amount of One Million Twenty Five Thousand dollars ($1,025,000) for services.

2. Consultant confirms that all work completed to April 30, 2026 has been invoiced and the invoices have been received by the AHA. No late invoices that are received after the effective date of this third amendment will be honored for payment for the period prior to April 30, 2026.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

GOLDFARB & LIPMAN, LLP

Gabrielle Janssens
Partner

Jhaila R. Brown
Partner

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Radha Mehta
Management Analyst

Vanessa Cooper
Executive Director

DRAFT

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA APPROVING A THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA AND GOLDFARB & LIPMAN, LLP TO INCREASE THE CONTRACT NOT TO EXCEED AMOUNT BY $150,000 FOR LEGAL SERVICES.

WHEREAS, the Housing Authority of the City of Alameda, a public body, corporate and politic, ("Housing Authority") is permitted to transact business and exercise any power inferred pursuant to the Housing Authorities Law (Health and Safety Code Section 34200 et seq.);

WHEREAS, the Housing Authority Board of Commissioners have previously approved an agreement in August 2023, the first amendment April 2025, and the second amendment in February 2026 for general counsel services with Goldfarb & Lipman, LLP through solicitations; and

WHEREAS, as a public agency, the Housing Authority of the City of Alameda (AHA) is required to obtain general counsel services and 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; and

WHEREAS, the proposed budget includes expenditures that are necessary to provide legal guidance on Housing Choice Voucher and Project Based Voucher programs, the Brown Act and open meeting laws, the California Public Records Act, and federal and state conflict of interest and public disclosure laws; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

BE IT FURTHER RESOLVED that Board of Commissioners approves a Third Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Goldfarb & Lipman LLP for Special Counsel Services and other legal services increasing the contract not to exceed amount by $150,000 to the new maximum not to exceed contract amount of $1,025,000 and maintain current expiration date of October 2028.

BE IT FURTHER RESOLVED that effective July 1, 2026, Goldfarb & Lipman, LLP's services will be transitioning from General Counsel to Special Counsel and the proposed increase in compensation ensures enough contract funds to allow for the handover of projects prior to the contract termination date of October 2028.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: Commissioners:

Nayes: Commissioners:

Abstain: Commissioners:

Absent: Commissioners:

ATTEST:

Vanessa M. Cooper
Secretary/Executive Director

Carly Grob, Chair
Board of Commissioners

Approved as to form

General Counsel

Adopted: _____, 2026

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Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: June 17, 2026

Re: Adopt a Resolution authorizing the Executive Director to negotiate and sign a second amendment to the consultant services agreement contract between the Housing Authority of the City of Alameda (AHA) and Quadel Consulting & Training LLC for recertification and file review services, increasing the contract amount by $450,000 for a new total contract amount not to exceed $900,000 over the total term, including extensions.

BACKGROUND

Quadel Consulting & Training LLC (Quadel) provides consultant services to process online recertification and quality control reviews. Quadel entered into the original agreement with the Housing Authority of the City of Alameda (AHA) on March 19, 2024. The first amendment was approved by the Board of Commissioners on November 2025. AHA staff proposed a not-to-exceed amount of $380,000 during the November 2025 meeting and the Board of Commissioners authorized an additional $70,000 increase to the recommendation for a total not-to-exceed amount of $450,000 (due to Quadel's quality of work, flexibility and AHA's projected expenditures). The first amendment was executed November 20, 2025 with a not-to-exceed amount of $450,000 and an expiration date of March 18, 2028.

DISCUSSION

The original agreement was executed on March 19, 2024 for an initial term of three years, following their selection through an Request for Proposals (RFP) process. Services provided under this agreement include completing remote annual recertifications, quality control file reviews, sending compliance notices to participants, and uploading change notices for AHA's review. The ongoing need for these services requires the continued support provided by Quadel. There has been an increase in the amount of work assigned to Quadel, as Quadel staff first completed interim and annual certifications for the Housing Programs staff who assisted with the lease ups at Estuary I and Linnet Corner; then Quadel started covering backlogged items after two Housing Specialists left the department; and currently Quadel is covering staff work while staff attend sixteen weeks of training and retraining covering the new Standard Operating

Procedures including all the MTW activity updates and trainings cumulating in a certification training by a 3rd party vendor. This training allows staff to go from assignment of individual tasks (such as processing recertifications only) to processing an applicant, housing the applicant, overseeing the file while leased and properly process all actions until move-out. Quality control of Quadel's files verify a high percentage of correctly processed work. Quadel's services are crucial in providing comparables of caseloads, recommendations on levels of management, and feedback to staff. Quadel is also adding two additional staff to assist with AHA's caseloads to maintain AHA's commitments and timeline to internal and external stakeholders, including participants and landlords. Quadel was also selected to provide the above-mentioned 3rd party training after evaluating quotes from three other providers as they had the best value for the training provided.

A total of $345,000 (rounded) has been expended to date as of June 2026. With the continued need for the services provided by Quadel, staff is requesting an increase in the current approved not to exceed compensation of $450,000 by another $450,000, for a total not-to-exceed amount of $900,000 and maintain the contract period extension until March 18, 2028. Staff will be tracking the expenses on a monthly basis and will request additional increases if needed.

FISCAL IMPACT

Funding for this contract has been approved and is budgeted for in the current fiscal year 2025-2026 and in the proposed fiscal year 2026-2027 budget. Expenditures will continue to be monitored so that any required increases in contract authority will be brought to the Board of Commissioners timely.

CEQA

N/A

RECOMMENDATION

Adopt a Resolution authorizing the Executive Director to negotiate and sign a second amendment to the consultant services agreement contract between the Housing Authority of the City of Alameda (AHA) and Quadel Consulting & Training LLC for recertification and file review services, increasing the contract amount by $450,000 for a new total contract amount not to exceed $900,000 over the total term, including extensions.

ATTACHMENTS

1. Attachment A- Quadel Presentation
2. Attachment B- Quadel Amendment No. 2 Draft
3. Attachment C- Quadel Resolution

Respectfully submitted,

Radha Mehta

Radha Mehta, Management Analyst

Adopt a Resolution for the Executive Director to negotiate and sign a second amendment to the consultant services agreement contract between the Housing Authority of the City of Alameda (AHA) and Quadel Consulting & Training LLC for recertification and file review services, increasing the contract amount by $450,000 for a new total contract amount not to exceed $900,000 over the total term, including extensions.

June 17, 2026

Housing Authority of the City of Alameda

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Housing Authority of the City of Alameda

1

Agenda

- Background Information
- Services Provided
- Review of Expenses
- Increase in Services
- Recommendation to the Board of Commissioners

Housing Authority of the City of Alameda

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Housing Authority of the City of Alameda

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Services Provided

Scope of Services per Contract:

- Remote annual recertifications
- Quality control file reviews
- Submission of compliance notices to participants
- Uploading of change notices for AHA's review

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Housing Authority of the City of Alameda

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Review of Expenses

Total of $345,419.81 spent to date:

Housing Authority of the City of Alameda

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Housing Authority of the City of Alameda

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Increase in Services

- Recent increase to the use of Quadel's services as a result of the increased caseloads.
- Quadel staff have completed interims and annuals for Housing Programs staff who have assisted with the lease ups at Estuary I and Linnet Corner.
- Quadel has also been covering some backlogged items after two Housing Specialists left the department.
- Quadel is also adding two additional staff to assist with AHA's caseloads to maintain AHA's commitments and timeline.

Recommendation

- Adopt a Resolution for the Executive Director to negotiate and sign a second amendment to the consultant services agreement contract between the Housing Authority of the City of Alameda (AHA) and Quadel Consulting & Training LLC for recertification and file review services, increasing the contract amount by $450,000 for a new total contract amount not to exceed $900,000 over the total term, including extensions.

Thank you.
Questions?

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

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SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 18th day of June 2026, by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA") and QUADEL CONSULTING & TRAINING LLC, a Washington D.C. corporation, whose address is 10 W. Market Street, Suite 750, Indianapolis, IN 46204, (hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

A. On March 19, 2024, an agreement was entered into by and between AHA and Contractor (hereinafter "Agreement") for a not-to-exceed amount of Two Hundred Thousand Dollars ($200,000) and a contract term date of March 30, 2027.

B. On November 20, 2025, First Amendment was made effective and the not to exceed amount for the entire Agreement increased by Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000) for a total not to exceed amount of Four Hundred and Fifty Thousand dollars ($450,000) for services and the contract period extended until March 18, 2028.

AHA and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. The not to exceed amount for the entire Agreement shall be increased by Four Hundred and Fifty Thousand dollars ($450,000) to be amended to Nine Hundred Thousand dollars ($900,000) for services.

2. Pursuant to Section 10 of the Agreement, the Insurance Requirements for Consultants attached to the Agreement as Exhibit C is hereby deleted in its entirety and replaced with the Amended Insurance Requirements attached hereto as Exhibit C-1 and incorporated herein by this reference.

3. Consultant confirms that all work completed to April 30, 2026 has been invoiced and the invoices have been received by the AHA. No late invoices that are received after the effective date of this first amendment will be honored for payment for the period prior to April 30, 2026.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

QUADEL CONSULTING & TRAINING LLC	HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Katie Goar
President

Tonya Schuler-Cummins
Senior Programs Director

Vanessa Cooper
Executive Director

DRAFT

EXHIBIT C-1

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 Civils 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.
- **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, tenant, applicants etc.

- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.
- The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than $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 services (data storage, website design, etc.).
  - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic. information, extortion and network security.
  - The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits 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, 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.

DRAFT

- **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.

DRAFT

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA AND QUADEL CONSULTING & TRAINING LLC FOR RECERTIFICATION AND FILE REVIEW SERVICES TO INCREASE THE CONTRACT AMOUNT BY $450,000 OVER THE TOTAL TERM, INCLUDING EXTENSIONS.

WHEREAS, the Housing Authority of the City of Alameda, a public body, corporate and politic, ("Housing Authority") is permitted to transact business and exercise any power inferred pursuant to the Housing Authorities Law (Health and Safety Code Section 34200 et seq.);

WHEREAS, the Housing Authority Board of Commissioners have previously approved an agreement in March 2024 and the first amendment in November 2025 for recertification and file review services with Quadel Consulting & Training LLC; and

WHEREAS, the proposed budget includes expenditures that are necessary to provide consultant services for annual recertifications, quality control file reviews, compliance notice submissions, and uploading change notices for AHA's review; and

WHEREAS, there has been an increase in the amount of work assigned to Quadel due to additional Moving to Work caseloads, interims, annuals, and backlogged items due to staff vacancies; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

BE IT FURTHER RESOLVED that Board of Commissioners approve the Executive Director to negotiate and execute a Second Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Quadel Consulting & Training LLC for recertification and file review services, increasing the contract amount by $450,000 for a new total contract not-to-exceed amount of $900,000 over the total term, including extensions.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: Commissioners:

Nayes: Commissioners:

Abstain: Commissioners:

Absent: Commissioners:

ATTEST:

Approved as to form

_____
General Counsel

_____
Vanessa M. Cooper
Secretary/Executive Director

_____
Carly Grob, Chair
Board of Commissioners

Adopted: _____, 2026

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Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: June 17, 2026

Re: Adopt a Resolution approving a Second Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Hawkins Delafield & Wood, LLP for legal services increasing the maximum contract amount by $120,000 to the new maximum not to exceed contract amount of $425,000 and to extend the contract for one additional year to October 4, 2027.

BACKGROUND

As a public agency, the Housing Authority of the City of Alameda (AHA) obtains and utilizes general or special counsel services to address its legal needs. Under AHA's procurement policy and procedures, and in compliance with HUD guidelines, it is preferable to enter into a multi-year contract for ongoing legal services. AHA has been utilizing Hawkins Delafield & Wood, LLP (Hawkins) for both legal and non-legal services for special housing projects.

DISCUSSION

On April 1, 2022, AHA issued a Request for Proposals (RFP) for PHA Housing Consulting and Legal Services. The RFP requested services for five areas; risk management, asset management, fair housing, Moving to Work (MTW), strategic planning, and the Housing Choice Voucher Program. AHA received three proposals is response to this RFP, including a proposal from Hawkins Delafield & Wood, LLP (Hawkins). Hawkins provided MTW as their area of expertise in their proposal. AHA selected Hawkins to provide consultation and legal services for a contract amount of $150,000.

AHA has been working with Rod Solomon of Hawkins on the formerly named Faircloth to RAD (Rental Assistance Demonstration) program, which is now known as Restore-Rebuild. Restore-Rebuild was able to provide 120 vouchers to Independence Plaza. Staff recommends amending the agreement with Hawkins to increase the budget for special counsel and consulting services. Staff has been working with Hawkins closely from October 2024 to December 2024 and anticipate additional work for the remainder of the year. In February 2025, the Board approved an amendment to extend the

contract by one year to October 4, 2026, and increased the contract amount by $150,000 to total $300,000. Since then, the work has continued to be utilized on an as-needed basis and charged based on hours worked. To date, AHA has incurred expenditures of approximately $220,000 and is continuing to work with Rod Solomon on additional special counsel projects, including for Estuary I and Linnet Corner. The price proposal provides a flat hourly rate of $450 for 2026 and 2027. Hawkins will obtain advance authorization from AHA for any travel under the contract and will bill travel time only to the extent that the time is spent on AHA work.

FISCAL IMPACT

AHA's budget includes funding for special counsel services for the current fiscal year 2025-2026 and the proposed fiscal year 2026-2027 budget. Future budgets will incorporate sufficient funds for services rendered during the remainder of the agreement's four-year term, if the Board chooses to extend the term of the agreement by one year.

CEQA

N/A

RECOMMENDATION

Adopt a Resolution to approving a Second Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Hawkins Delafield & Wood, LLP for legal services increasing the maximum contract amount by $120,000 to the new maximum not to exceed contract amount of $425,000 and to extend the contract for one additional year to October 4, 2027.

ATTACHMENTS

1. ATTACHMENT A - Hawkins and Delafield Presentation
2. ATTACHMENT B- Hawkins Delafield & Wood, LLP Amendment No. 2 DRAFT
3. ATTACHMENT C- Hawkins Delafield & Wood Resolution

Respectfully submitted,

Radha Mehta

Radha Mehta, Management Analyst

Adopt a Resolution to authorize the Executive Director to Execute a Second Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Hawkins Delafield & Wood, LLP for legal services increasing the maximum contract amount by $120,000 to the new maximum not to exceed contract amount of $425,000 and to extend the contract for one additional year to October 4, 2027.

June 17, 2026

Housing Authority of the City of Alameda

www.alamedahsg.org

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Agenda

- Background Information
- Services Provided
- Review of Expenses
- Recommendation to the Board of Commissioners

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Background Information

This is the first and only contract signed between Hawkins Delafield & Wood, LLP and the Housing Authority of the City of Alameda

Contract Effective Date:	October 5, 2022
Contract End Date:	October 4, 2026
	(Originally October 3, 2025 With Amendment No. 1)
Not to Exceed Amount:	$300,000.00 With Amendment No. 1
Expended as of June 1, 2026:	$220,431.00
	(Originally $150,000.00 With Amendment No. 1)

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Services Provided

Scope of Services per Contract:

- Evaluation of effectiveness of Moving to Work (MTW) activities implemented by other agencies
- Legal services related to implementation of MTW activities
- Other MTW consulting as necessary (includes MTW funding and authorizations, initiatives such as Faircloth to RAD "Restore Rebuild", and local non-traditional activities)

Notable Examples of Projects Consulted on Between 10/2022 and 06/2026:

- Provided guidance as well as drafting and reviewing documentation for the Restore Rebuild conversion at Independence Plaza which was completed December 2024
- Provided guidance for the housing developments such as Estuary I and Linnet Corner

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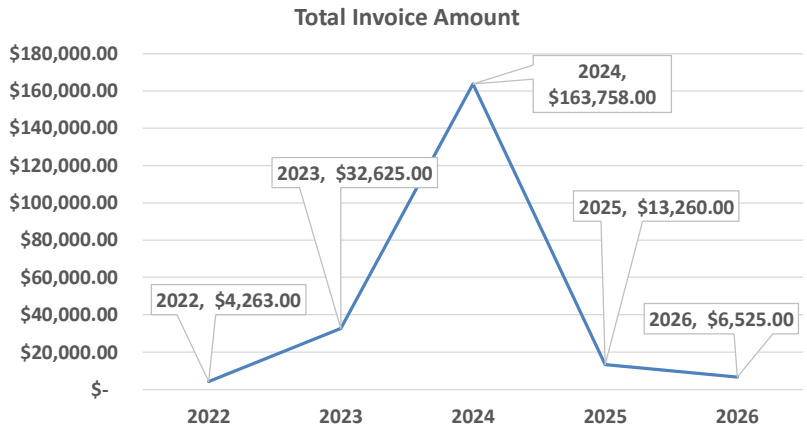
Review of Expenses



Total of $220,431.00 spent to date:

A majority of the expenses were in 2023 and 2024 as a result of the Restore Rebuild conversion at Independence Plaza

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Recommendation

Adopt a Resolution to authorize the Executive Director to Execute a Second Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Hawkins Delafield & Wood, LLP for legal services increasing the maximum contract amount by $120,000 to the new maximum not to exceed contract amount of $425,000 and to extend the contract for one additional year to October 4, 2027.

1. Increase the maximum contract amount
   - Additional funding is expected to be needed for upcoming projects
   - Hourly rate of $450.00 for 2026 and 2027 would continue as first proposed
2. Extend the contract for one additional year
   - Would still be in the 5-year contract limit since the contract effective date is October 5, 2022

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Thank you.
Questions?

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SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 18th day of June 2026, by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA") and HAWKINS DELAFIELD & WOOD, LLP (a limited liability partnership) whose address is 601 Thirteenth Street, NW Suite 800S, Washington D.C., DC 20005 (hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

A. On October 5, 2022, an agreement was entered into by and between AHA and Contractor (hereinafter "Agreement") with a term date of October 4, 2025 and a not to exceed amount of $150,000.

B. On February 19, 2025, First Amendment was made effective and the not to exceed amount for the entire Agreement increased by Hundred Fifty Thousand Dollars ($150,000) to be amended to a not to exceed amount of Three Hundred Thousand dollars ($300,000) for services and the contract period extended until October 4, 2026.

AHA and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. The not to exceed amount for the entire Agreement shall be increased by One Hundred Twenty Thousand dollars ($120,000) to be amended to Four Hundred Twenty Five Hundred Thousand dollars ($425,000) for services.

2. The contract period shall extend to October 4, 2027.

3. Pursuant to Section 10 of the Agreement, the Insurance Requirements for Consultants attached to the Agreement as Exhibit C is hereby deleted in its entirety and replaced with the Amended Insurance Requirements attached hereto as Exhibit C-1 and incorporated herein by this reference.

4. Consultant confirms that all work completed to April 30, 2026 has been invoiced and the invoices have been received by the AHA. No late invoices that are received after the effective date of this first amendment will be honored for payment for the period prior to April 30, 2026.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

DRAFT

HAWKINS DELAFIELD & WOOD, LLP

Rod Solomon
Partner

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Tonya Schuler-Cummins
Senior Programs Director

Vanessa Cooper
Executive Director

DRAFT

EXHIBIT C-1

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 Civils 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.
- **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, tenant, applicants etc.

- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.
- The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than $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 services (data storage, website design, etc.).
  - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic. information, extortion and network security.
  - The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits 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, 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.

DRAFT

- **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.

DRAFT

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA APPROVING A SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA AND HAWKINS DELAFIELD & WOOD, LLP FOR LEGAL SERVICES TO INCREASE THE CONTRACT AMOUNT BY $120,000 AND EXTEND THE CONTRACT TERM BY ONE YEAR.

WHEREAS, the Housing Authority of the City of Alameda, a public body, corporate and politic, ("Housing Authority") is permitted to transact business and exercise any power inferred pursuant to the Housing Authorities Law (Health and Safety Code Section 34200 et seq.);

WHEREAS, the Housing Authority Board of Commissioners have previously approved an agreement in October 2022 and a first amendment in February 2025 for legal services with Hawkins Delafield & Wood, LLP to advise the Housing Authority on MTW and other HUD related activities the Restore Rebuild Program; and

WHEREAS, as a public agency, the Housing Authority of the City of Alameda (AHA) obtains special counsel services and under AHA's procurement policy and procedures, in compliance with HUD guidelines, it is preferable to enter into a multi-year contract for ongoing special counsel services; and

WHEREAS, the proposed budget includes expenditures that are necessary to provide legal guidance on implementation of Moving to Work activities and the Faircloth to RAD initiatives; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

BE IT FURTHER RESOLVED that Board of Commissioners approve a Second Amendment to the Consultant Services Agreement between the Housing Authority of the City of Alameda and Hawkins Delafield & Wood, LLP for legal services increasing the maximum contract amount by $120,000 to the new maximum not to exceed contract amount of $425,000 and to extend the contract for one additional year to October 4, 2027.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: Commissioners:

Nayes: Commissioners:

Abstain: Commissioners:

Absent: Commissioners:

ATTEST:

Vanessa M. Cooper
Secretary/Executive Director

Carly Grob, Chair
Board of Commissioners

Approved as to form

General Counsel

Adopted: _____, 2026

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Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Chief Financial Officer

Date: June 17, 2026

Re: Adopt the Resolution to Approve the Combined Housing Authority of the City of Alameda ("AHA") and Alameda Affordable Housing Corporation ("AAHC") One-Year Budget for Fiscal Year July 1, 2026 to June 30, 2027 including approval of: A) Summary of the Fiscal Year 2026-2027 Budget and related income and expenses; B) Housing Assistance Payment (HAP) Passthrough Budget and related expenditure of HUD-held HAP reserves; C) Capital Improvement Plan (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2026-2027 to cover these expenses; D) Transfer by the Executive Director of up to $1,000,000 in this budget year, as needed, from AHA/AAHC property reserves or from Moving-To-Work fungible funds to cover deficits in the Housing Programs Department administrative operating budget; and E) Adopt the Revised Schedule of Authorized Positions for Fiscal Year 2026-2027 and Pay Schedule for Fiscal Year 2026-2027.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) and Alameda Affordable Housing Corporation (AAHC) adopt its combined annual budget in the last quarter of each Fiscal Year. AHA is currently ending the budget cycle for the one-year budget period starting July 1, 2025, and ending June 30, 2026 (Fiscal Year 2025-2026). Fiscal Year reporting is mandated by the Department of Housing and Urban Development (HUD). This memorandum documents the proposed agency-wide budget for Fiscal Year July 1, 2026, to June 30, 2027 (Fiscal Year 2026-2027). A detailed process for all programs, including substantial input from all departments (Executive, Data and Policy, Administration and Services, Housing Programs, Housing Development, Human Resources, Property Operations, Asset Management, and Finance) and operating property financial information from Asset Living (third-party property management company) for AHA and AAHC owned properties were considered in the agency-wide proposed budget. AHA staff utilized a conservative approach in developing the annual

budget due to AHA's reliance on federal sources for substantial parts of its income, uncertainty surrounding economic conditions, and strict rent control in the City of Alameda.

Additionally, AHA staff have been working with HUD, discussing HAP shortfall and implementing any plans approved by the Board. AHA staff anticipates that AHA will in or close to being in HAP shortfall through calendar year 2026.

The annual budget is also a tool to track actual receipts and disbursements for budget variances and is reviewed by our independent financial auditors. This is the combined budget of the AHA and AAHC, AHA's real estate nonprofit affiliate and administrator of the Alameda Affordable Housing Trust Fund, as AAHC is defined as a blended component unit of the AHA per HUD regulations. All members of the AHA Board of Commissioners also serve as the Board of Directors for AAHC and, as such, both legal entities have common control by the same individuals. AHA also includes the assets from the Housing Successor Agency to the Community Improvement Commission of the City of Alameda. Some real estate assets are owned by AAHC [Esperanza Plaza, Eagle Village, Parrot Village, Anne B. Diament Plaza, China Clipper Plaza, and some smaller sites (AAHC-Scattered Sites)]. Some are owned by AHA [Independence Plaza, Parrot Gardens and some smaller sites (AHA-Scattered Sites)]. This budget does not include operating income and expenses for AHA's development legal affiliate, Island City Development (ICD), a nonprofit corporation, and its related low-income housing tax credit projects (Everett Commons, Littlejohn Commons, Rosefield Village, Estuary I, Linnet Corner and other properties in predevelopment). The ICD budget is presented to the ICD Board of Directors towards the end of the calendar year in line with its fiscal year. The combined AHA and AAHC budget will be presented for approval in the AAHC Board of Directors meeting separately.

There were multiple incidents at Independence Plaza (fire and flood) that occurred in April and May 2026 which displaced residents and will require remediation and capital work. This has been brought to the Board's attention. It is estimated that any capital work to bring the units back online will only be reimbursed at approximately 75% by insurance.

AHA staff are presenting a balanced operating cash budget for Fiscal Year 2026-2027 where revenues are equal to or greater than total expenses. Staff will return to the Board of Commissioners via a budget amendment if there is a negative material change to the overall budgeted cash flow for the combined budgets with a greater than 10% variance. Due to expected additional costs with the potential transition of property management service providers, onboarding of general counsel and anticipation of continued HAP shortfall, budgeted cash flow will be monitored very closely in the Fiscal Year 2026-2027.

DISCUSSION

Key highlights for this Fiscal Year 2026-2027 budget include the following

Net position: The total income is budgeted at $72,538,867 inclusive of Housing Assistance Payments (HAP) and other sources of income and total expenses. The total expense is budgeted at $73,872,888. Accrual Net Loss is a negative $1,334,021. Adjusting out for non-cash depreciation expense of $1,780,000 and soft loan interest not currently due and adding back must-pay principal on mortgages and reserve deposits. The Fiscal Year 2026-2027 operating cash flow is budgeted at a net positive of $44,021.

As in prior years, the Fiscal Year 2026-2027 budget provides budget schedules in three (3) key areas: Attachment 1: Operating Income and Expenses; Attachment 2: Housing Assistance Payments (HAP) Pass-through; and Attachment 3: Capital Improvement Plan (CIP).

Attachment 1: Operating Income and Expenses shows:

i. The projected actuals versus budget for Fiscal Year 2025-2026 (July 1, 2025 to June 30, 2026) subject to change based on final audit adjustments including pension accruals;
ii. The Board approved budget for Fiscal Year 2025-2026. Please note that Fiscal Year 2025-2026 budget amounts have been reclassified for presentation purposes only and the net budget cash flow did not change;
iii. The proposed operating budget for the Fiscal Year 2026-2027 (July 1, 2026 to June 30, 2027)

Attachment 1: Operating Income and Expenses

The operating budget includes the income and expenses for AHA and AAHC rental housing and commercial use properties, the Housing Successor Assets, Housing Development, AHA staff salaries and benefits, back office, Information Technology (IT) infrastructure, and administrative expenses. A number of the services that AHA provides or procures are not income-generating but further the mission of AHA (e.g. Resident Services and Ombudsman Program).

The operating budget includes HAP pass-through to private landlords which is also presented separately in the HAP budget. AHA, as HUD's contracted HAP administrator, receives funds from HUD and then passes these funds to Alameda landlords. As AHA/AAHC also act as landlords of affordable units, AHA also remits HAP funds to the properties that are owned by AHA/AAHC.

Operating Income: Total budgeted operating income for Fiscal Year 2026-2027 is $24,432,793, which compares to a budgeted operating income $24,752,216 for Fiscal Year 2025-2026, which is a slight decrease of $319,423.

Rental Income: Includes rent payments from tenants and HAP payments from AHA on behalf of HUD to all AHA and AAHC owned properties. This is budgeted for Fiscal Year 2026-2027 at $16,753,708 versus Fiscal Year 2025-2026 of $15,934,990, which is an increase of $818,718. This is in line with the expected Fiscal Year 2025-2026 year-end projection and review of Asset Living individual property budgets. With the uncertainty surrounding economic conditions and strict rent control in Alameda, it is expected that payment standards will remain flat or close to flat and there will be little to no increase in rents. Budgeted rental income is derived from a detailed review of maximum rents that are allowed to be charged to the tenant, with no annual percentage escalator to be conservative, and estimates of vacancy loss. Although unbudgeted, rent increases, if permitted, will occur throughout the year. Commercial lease income includes prepaid ground leases earned from the low-income housing tax credit projects' ground leases and the leases on the Alameda Family Services and HeadStart Childcare Center and is estimated to be $36,000.

Independence Plaza: The annual tax increment funding from the City of Alameda for Independence Plaza expires on June 30, 2026. Ahead of this planned expiration of funds, AHA converted Independence Plaza using the Restore-Rebuild program (formerly known as Faircloth to Rental Assistance Demonstration (RAD) program) in November 2024, which awarded 120 additional project-based vouchers (PBV) to Independence Plaza. This has aided in stabilizing the cash flow at the property in advance of the known expiration of the tax increment funding. As of June 2026, 87 out of 120 units should be leased in the next month and on the PBV contract. However, the aforementioned fire and flood incidents at the property have impacted 3 units that will need to be re-leased after repairs.

Administrative Fee Income: The majority of the Administrative Fee income is paid by HUD and is used by AHA to cover the cost of administration of the Housing Choice Voucher (HCV) program and all the special programs funded under the HUD Annual Contributions Contract (ACC). The budgeted Administrative Fee income also includes the fees for the Shelter Plus Care program (from the County of Alameda through its partnership with HUD) and the Moderate Rehabilitation program for Bessie Coleman Court through a contract with HUD. The Fiscal Year 2026-2027 Administrative Fee for the HCV ACC is budgeted at a proration of 88% for the full Fiscal Year 2026-2027, which is lower than the Fiscal Year 2025-2026 budgeted Administrative Fee proration amount of 93.3%. The Administrative Fee income for the Moderate Rehabilitation and Shelter Plus Care programs must be used for the administration of those programs. As part of its Moving-To-Work (MTW) flexibility, the AHA can use its Administrative Fees from the HCV program flexibly. However, since the AHA has been running a substantial operating deficit in the administrative costs of the HCV program for many years, AHA does not anticipate being able to use Administrative Fee income for anything but program costs for the Fiscal Year 2026-2027. AHA staff anticipates that the agency will be in or close to HAP shortfall through the end of calendar year 2026. Portability administrative fees and income are not included as they are minimal and unpredictable. Staff regularly monitor federal public policy and HUD regulations for funding and possible program changes. In the event of major changes from HUD to Administrative Fee income and/or HAP proration with the new federal budget later in the fiscal year

(i.e. by an amount more than $500,000), staff will return to the Board for a budget adjustment if necessary.

To be conservative, staff have used a base number of 1,760 leased units per month as units for the coming Fiscal Year 2026-2027 (which is the current rate of leased units) in the calculation of the Administrative Fees, versus 1,790 units used for Fiscal Year 2025-2026.

The assumption that units will not decrease is contingent that there is no significant loss of units due to landlord withdrawal from the voucher program or due to attrition while AHA cannot issue vouchers, except in very limited circumstances, due to shortfall or the potential of shortfall. These assumptions are estimates that may vary based on a number of funding and market conditions. Any changes in market rents resulting in a lower lease-up rate could negatively impact this assumption. At the same time, a number of PBV units are currently leasing which will further increase the need for HAP. This also assumes that the prior Estuary II PBV commitment is not funded this calendar year. HUD has communicated that AHA and other public housing authorities should continue to evaluate whether their voucher payment standards are set at a level appropriate to local market conditions and whether they could be reduced while still enabling families to successfully lease units which is one reason the AHA recently reduced its payment standards to 110% of Fair Market Rents (FMR).

Based on this, total HAP Administrative Fee Income for Fiscal Year 2026-2027 is $3,075,353 versus $3,463,417 (budgeted) for Fiscal Year 2025-2026, a decrease of $388,064 due to a lower fee proration. This drop in HAP Administrative Fee Income for AHA to run the voucher program will need to be subsidized by non-federal funds or program cost savings. Although AHA is part of the Moving-To-Work Landlord Incentive Cohort (the goal of the landlord incentive cohort is to offer encouragement to new landlords to lease with the program), AHA has stopped issuing landlord incentives and does not expect to pay them in the Fiscal Year 2026-2027.

Grant Income: This income is received through the Family Self Sufficiency (FSS) program and can only be used to support that program. The grant operates on a calendar year and the grant for calendar year 2026 is approximately $140,000. For Fiscal Year 2026-2027, staff have budgeted 12 months of new grant income based on the 2026 funding. If the federal grant is not forthcoming for 2026 as the program is funded by calendar year, and another source is not provided by state and local funds, staff will review with the Board of Commissioners whether to continue with the FSS program or whether it wishes to utilize Moving-To-Work flexibility to continue the program.

Other Income: Other income includes tenant maintenance fees and late fees, laundry commission, land trust rents for Regent Street Avenue Community Land Trust and Santa Clara Avenue Community Land Trust properties, Rica Vista management fees, Playa Del Alameda asset management fee, Island City Development Annual Services Agreement fee of $400,000, potential developer fee from low-income housing tax credit projects, Alameda Unified School District Recognized Obligation Payments (AUSD

ROPS) of $1,000,000 (specifically for The Poplar project), and interest income from AHA's investment in Local Area Investment Fund (LAIF) and California Asset Management Program (CAMP). The Alameda Affordable Housing Trust Fund Annual Services Agreement fee of $100,000 is not specifically showcased in this line item, due to the net effect of the expense to zero between AHA and AAHC.

In Fiscal Year 2026-2027, interest income is expected to be lower than in the prior year, including the reduction of invested income due to the planned usage of cash and investments to fund the capital improvement plan, remediate the issues at Independence Plaza, and acquisition and development per the Board of Commissioners' approved Reserves Policy (as amended in April 2026), and utilization of AHA reserve funds of approximately $8.24 million to paydown the PNC Bank loan on behalf AAHC Eagle Village and Parrot Village ahead of the August 1, 2026 maturity date and structuring a bridge loan in the same amount. Please see the separate memo regarding this topic in the June 2026 AHA and AAHC Board agendas.

Operating Expenses: Total operating expenses for Fiscal Year 2026-2027 are $25,470,746 compared to the prior year budget for Fiscal Year 2025-2026 of $23,462,008, an increase of $2,008,738.

Personnel Expenses and Benefits: Fiscal Year 2026-2027 budgeted AHA personnel direct costs are $12,545,148 compared to $11,060,696 for Fiscal Year 2025-2026, an increase of $1,484,452.

Recruitment during Fiscal Year 2025-2026 was held off for a significant period while HUD funding was unclear, temporary staff or consultants were used to address urgent items and that recruitment is taking a significant amount of time due to a difficult hiring environment. AHA is using recruitment firms to assist with some of the more senior positions. In addition, in Fiscal Year 2025-2026, a key focus was on retention of existing staff. As a result, some of these are budgeted positions that may be filled through promotions, in which case vacant positions may be eliminated in our next review of the schedule. Positions are being added at this time to reduce the burden on existing staff, to be ready for upcoming projects, and for flexibility with the programmatic uncertainty. The budget has been overbudgeted to maximize recruitment flexibility and the positions below may be underfilled depending on qualifications

Current vacant positions are budgeted for at 50% of the total Fiscal Year 2026-2027 salaries and benefits, including the following vacant positions:

- Deputy Executive Director/Chief Administrative Officer
- Director of Administration and Services
- Director of Housing Programs
- Assistant Director of Housing Programs
- Assistant Director of Property Operations
- Principal Management Analyst – Data and Policy
- Senior Asset Manager
- Senior Project Manager

- LIHTC Compliance Manager
- Procurement and Administrative Services Manager
- Accounting Officer
- Asset Manager
- Project Manager
- Property Management Supervisor
- Management Analyst – Asset Management
- Management Analyst – Finance
- 2 Senior Management Analyst – Executive
- Facilities and Maintenance Technician I and II
- Accounting Specialist II
- Housing Development Specialist
- Housing Specialist I & II
- Program Assistant – Human Resource

Assembly Bill (AB) 2561 which was signed into law on September 22, 2024 and added to the California Government Code section 3502.3. AB 2561 aims to enhance transparency and accountability in public sector staffing. Public agencies must present the status of job vacancies, along with recruitment and retention efforts, at a public hearing at least once per fiscal year. The presentation must be made prior to the adoption of a final budget for the fiscal year. Human Resources brought this to the Board of Commissioners on April 18, 2026.

Temporary staff (budgeted at 13 fellows and interns) have been included to allow for staffing at various levels, flexibility for special projects, quicker onboarding and offboarding and for out-of-classification assignments for staff who may be on leave. AHA has been successful this year in hiring interns as temporary staff due to the softening of the new graduate employment market and expects to continue this as a route to full time employment through the fellowship program. Temporary staff are not included in AB 2561. Due to AB2561, the Board should expect to see changes in the schedule of authorized positions come for approval more frequently to meet business needs and to comply with the law. Additional permanent flexibility was provided to the Executive Director in hiring.

The budget includes a proposed cost of living adjustment (COLA) of up to 4% to salaries. AHA has historically used the June data from the Consumer Price Index (CPI) for the San Francisco Bay Area as reported by the Bureau of Labor Statistics and will propose any final COLA adjustment to the Board of Commissioners on or around August 2026. The COLA, if approved, is implemented in accordance with policies contained in AHA's Employee Policies and Procedures Handbook. For reference, the latest published CPI as of April 2026 is 3.8%.

Please refer to Attachment 4 – Schedule of Authorized Positions for Fiscal Year 2026-

2027 and Attachment 5 – Pay Schedule for Fiscal Year 2026-2027 for more details.

AHA provides a maximum flat rate payment for medical and one for dental and vision insurance at the "employee plus two or more" level. This contribution is typically approved by the Board of Commissioners in August 2026, and goes into effect in January of each year, as premium amounts change on a calendar year basis (rather than a fiscal year basis). Therefore, this budget includes an estimate of expected changes. Staff have budgeted the full amount for medical and dental assuming that all employees take the benefits at the level of “employee plus two or more dependents" ($3,039.04 per month).

Staff also assumed an estimated 11% increase in the cost of medical insurance and an estimated 3% for dental and vision insurance (any increases will be effective January 1, 2027). This is based on prior increases and the actual cost is subject to change. Although the Board of Commissioners is approving the budget for these additional funds at this time, the final employer contribution will be brought to the Board of Commissioners for approval on or around September 2026, along with the COLA request, after the 2027 premium information is released by CalPERS on or around September 2026.

Human Resource costs: This is expected to be fully utilized due to both the need for temporary staff for projects and to fill-in for vacancies and extended staff absences. In this last category, salary and/or benefits often continue to be paid to the employee, depending on the type and length of leave, while temporary staffing is often needed for coverage due to the extended period of leave, so salary savings cannot be used to cover the costs of temporary staff as has been used in the past. Eligible AHA staff may also request a cash-in-lieu payment for payout of accrued vacation time per the Board-approved policy.

Non-Personnel Expenses: These expenses include costs other than employee and tenant costs, which include such costs as audits, contracted services and office supplies. Additionally, this includes the leasing cost of AHA’s additional office at Southshore Center, with the lease extended through March of 2028 (approved by the Board of Commissions in 2026).

Legal Expenses: Legal expenses for general operations are budgeted at $1,031,000 for FY 2026-2027 versus $629,613 for FY 2025-2026, an increase of $401,387. These costs include fair housing, termination of tenancy, personnel matters, and legal advice on actual and potential claims against the agency. Transition work between current general counsel (Goldfarb & Lipman) and future general counsel effective July 1, 2026 (Aleshire & Wynder) has started and it is anticipated substantial hand off work will occur. Additionally, staff anticipate that legal work will be required on revised and updated agency policies, acquisition and development, Year-15 work for low-income housing tax credit properties, and other HUD/federal policies and regulations.

Information Technology Services: Staff have budgeted for some hardware replacements as well as software updates needed for procurement, cybersecurity,

asset management software, to support remote working and online client services. The budget increase from $1.1 Million (Fiscal Year 2025-2026) to $1.3 Million (Fiscal Year 2026-2027) includes all expected software program licenses to allow the agency to operate with expanded online solutions (e.g. Yardi, Laserfiche, AHA website, etc.) and cloud computing (e.g. virtual private networks, secured filed exchange) that enables secured connectivity and defense against bad online actors who may attempt attacks on AHA's information technology infrastructure. This also includes the budget for continued information technology services with a 3rd party provider such as Techordia. A new RFP will go out for managed information technology services and will be published later in 2026. This budget increases the use of a 3rd party telephone answering service, anticipates another increase in online document signature platforms, plans for the replacement of a large number of desktop computers, and includes the implementation of a human resources information system.

Training and Conferences: These budgeted expenses are approximately $150,000 for Fiscal Year 2026-2027 versus $300,000 from Fiscal Year 2025-2026, a reduction of $200,000. Best practices for staff training require regularly scheduled professional and housing re-certification training to address changing regulations, and staff will focus some additional agency time and resources on general staff and supervisor training needs. Generally most training needs can be found online, locally or in California. Any out-of-state travel will be brought to the Board of Commissioners for approval, and staff are encouraged to attend local trainings whenever possible versus traveling out of the area. Also, in 2023, the Board of Commissioners approved a pilot program of training for hourly, exempt and Director- level staff that has been extended through the end of 2026. This pilot program will be reviewed to maximize staff retention and training. The budget also includes funds for Board training and conferences.

Tenant Activities/Social Services: This includes a $30,000 scholarship fund for the Alameda Boys and Girls Club for children and youths who live in AHA complexes or whose families are on a program operated by the Housing Programs Department. The budget also includes approximately $300,000 for social workers through the LifeSTEPS social services provider, as in prior years, which is paid for by property operations. Addition funds to LifeSTEPS includes work for Family Self Sufficiency. The total Fiscal Year 2026-2027 budget is $393,366 versus $328,926 for Fiscal Year 2025-2026 which is a slight increase of $64,440. The agreement with LifeSTEPS will be expiring December 31, 2026 and a new request for proposals will go out for social services in the summer of 2026.

Utilities: The Fiscal Year 2026–2027 amounts budgeted for utilities are based on actual utility expenditures in the current Fiscal Year 2025-2026 with a 3% escalator increase.

Facilities & Maintenance: Fiscal Year 2026-2027 maintenance materials and contract costs were reviewed from Asset Living's individual property budgets. Capital improvements outside the scope of regular maintenance are presented in the Capital Improvement Plans section, which includes HVAC work at the AHA main office and

planned purchases of 2 replacement vehicles for AHA's fleet.

General/Insurance/Interest Expense: This line item includes the cost of auto, property, liability and cyber security insurances, and mortgage interest payments. Insurance costs have increased year over year; staff is reviewing whether to adjust deductibles for potential reduction in premiums. Must-pay interest expenses include those to lenders for Esperanza (Northmarq). The estimated $8.24 million balloon payment to PNC Bank for Eagle Village and Parrot Village will be paid down in early July 2026 ahead of the August maturity date. The Board has provided guidance to create a related party loan structure where AHA lends the funds to AAHC, and any operating cash from Eagle Village and Parrot Village will pay down this loan at a simple 4% interest rate. Please see the separate memo in the AHA and AAHC agenda on this topic for a maximum $8.4 million loan (inclusive of the aforementioned balloon payment and any fees required). The Poplar received predevelopment funding from Capital Impact Partners during Fiscal Year 2024-2025, and due to a cash interest reserve built into the loan no must-pay interest expense is projected in Fiscal Year 2026-2027. As part of Restore-Rebuild, Independence Plaza is required to fund a replacement reserve of approximately $90,000, escalating every year pursuant to the Operating Cost Adjustment Factor (OCAF). This increase is included in the budget.

Pursuant to the State of California Assembly Bill 1528, AHA and AAHC are exempt from property taxes. AHA staff have been in discussions with the County Assessor's office regarding the refund of property taxes previously remitted to Alameda County for AAHC prior to January 1, 2024 as permitted by AB 1528. Any net refunds (projected to be less than $500,000) will benefit the cash flow operations of the properties and are not reflected in the budget's attached exhibits to be conservative. Taxes not based on the assessed values (e.g. sewer charges) will still need to be paid.

Ombudsman, Community Relations and Communication Costs: AHA created the Ombudsman Program in Fiscal Year 2020-2021 to act as a liaison to tenants, participants, landlords and community organizations.

Operating Budget Summarized by Major Components

Property Management: All AHA and AAHC owned properties are currently managed by Asset Living, although an RFQ has been published and property management service providers were interviewed in the month of May 2026. A separate agenda item is being brought to the Board of Commissioners in this meeting to discuss transition plans as well as the individual property budgets owned by AHA/AAHC.

Housing Programs Department (HPD): The Housing Programs Department has budgeted an operating loss of approximately $1,000,000 for Fiscal Year 2026-2027 as there is insufficient administrative fee income received from HUD for AHA to operate the program on a standalone basis. While this loss is not new, staff will continue to seek ways to keep these costs under budget in the coming year as this is a goal for the Strategic Plan. Under the designation of Moving-To-Work, the administrative deficit can be covered by HUD HAP funds going forward if HUD HAP is underutilized, so we are

requesting the Board of Commissioners allow fungibility of the HAP as well as from AHA property reserves to fill this operating deficit if needed. AHA staff projects that AHA will be in HAP shortfall for the calendar year 2026.

Housing Development (HD): The Housing Development budget includes real estate development. In Fiscal Year 2026-2027, Housing Development staff will continue with the preservation of the AHA/AAHC portfolio and potential small acquisitions in the City of Alameda, and the stabilization/loan conversion of Estuary I and Linnet Corner. The predevelopment work for The Poplar and Estuary II continues.

Asset Management (AM): The Asset Management budget includes the long-term management of AHA's assets and the administration of the Housing Successor Agency assets (soft loans), Alameda Affordable Housing Trust Fund and other initiatives, such as acting on AHA's right of first refusal for low-income housing tax credit projects in which AHA has an option, and regulatory monitoring of properties. This includes Shinsei Gardens, Park Alameda, Stargell Commons, Jack Capon Villa, Rica Vista and Playa Del Alameda.

Housing Successor Agency: In 2012, after the dissolution of redevelopment in the state of California, the City of Alameda became the Successor Agency to the Community Improvement Commission (CIC) and authorized the assumption by the AHA of the rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the CIC, known as the Housing Successor Assets (of approximately $13 million in original loans to affordable housing projects). The expenses associated with managing the Housing Successor Agency for FY 2026-2027 are estimated at almost $200,000 to be paid from existing Housing Successor funds. Salary and benefit costs are limited by State law to $200,000 annually for Successor Agency Housing Assets administration.

Local Housing Trust Fund (Alameda Affordable Housing Trust Fund – AAHTF): In 2021, in an effort to create a source of long-term funding for affordable home creation, and to leverage local financing, the Housing Authority of the City of Alameda (AHA) and its affiliate Alameda Affordable Housing Corporation (AAHC) created the Alameda Affordable Housing Trust Fund (AAHTF). These funds are monitored separately (an annual report is due every year). AHA will receive an annual fee for administering this fund for AAHC, equal to the grant for ongoing revenue. AAHTF approved matching funds for Independence Plaza of an estimated $300k. The proposed Fiscal Year 2026-2027 budget does not include this amount as grant income, conservatively, as a decision on the timing of drawdown of these funds has not been made. The deadline to utilize these funds are in the 2030s.

Reserve Policy: In October 2021, the Board of Commissioners adopted a framework Reserve Policy, setting aside funds for Operating Reserves, Preservation, and Production activities. The last Reserve Policy amendment was approved by the Board of Commissioners in April 2026. Since that time, new plans to pay down the PNC Bank balloon payment and planned work for the emergency remediation of Independence

Plaza have been presented to the Board.

Attachment 2: Housing Assistance Payments (HAP) pass-through

Please note that the Moving-To-Work (MTW) Annual Contributions Contract Amendment between AHA and HUD was executed March 23, 2022. At this time, the AHA's budget showcases the distinction between Housing Assistance Payments (HAP) and Administrative Fees. The Moving-To-Work designation allows the AHA to report their HAP and Administrative Fees fungibly on a total basis rather than strictly separated from each other, but these federal funds must still be separated out from other Housing Authority funds. The AHA is still reporting these funds separately since it does not anticipate using its Administrative Fee funding for HAP expenses fungibility authorization due to the agency expecting a HAP shortfall and its continued practice of augmenting the Administrative Fees from non-federal funds.

Attachment 2 shows the Housing Choice Voucher Program (and other assisted programs) Housing Assistance Payment (HAP) subsidy that is paid to landlords on behalf of assisted participants. These are government-restricted "pass-through" funds and must be accounted for separately from all other AHA funds.

The budget shows the HAP funds received from HUD will be paid to landlords through HAP payments, but under the Landlord Incentives Cohort, these funds may also be used to pay the landlord varying incentives as outlined in the Moving-To-Work Supplement. Again, AHA has frozen paying out any landlord incentives in Fiscal Year 2025-2026, and no landlord incentives are expected to be paid in Fiscal Year 2026-2027.

Income: AHA anticipates receiving $48,106,074 in funding for Housing Assistance Payments (HAP) for Fiscal Year 2026-2027, which compares with the budgeted amount of $52,828,616 for Fiscal Year 2025-2026. For reference, the projected actuals for Fiscal Year 2025-2026 are at approximately $50 million. Fiscal Year 2025-2026 was over budgeted, and in Fiscal Year 2026-2027 conservative estimate HAP is utilized due to planned initiatives to minimize HAP shortfall. This includes HAP payments and Rental Assistance received directly from HUD and the County of Alameda under the following programs:

i. Tenant-Based and Project-Based Housing Choice Vouchers including Family Unification Program (FUP), Non-Elderly Disabled (NED) and Veteran Affairs Supportive Housing (VASH) (HUD program)
ii. Shelter Plus Care (County of Alameda program administered on behalf of HUD)
iii. Moderate Rehabilitation Program (HUD program)
iv. Emergency Housing Vouchers (EHV) (HUD program): This program is expected to sunset towards the end of 2026
v. Stability Vouchers (HUD program)

Expenses: HAP expense to participating landlords is expected to be $48,106,074 in Fiscal Year 2026-2027. HAP is AHA's largest single expense item and is generally offset dollar-for-dollar by the HAP subsidy received, although a deficit is presented as AHA anticipates that it will be in HAP shortfall in calendar year 2026. It is important to note that the Budget Authority for HAP is provided by HUD on a calendar year basis versus a fiscal year.

In 2014, HUD moved the cash reserves from all Housing Authorities into a HUD-held account. These HUD-held HAP reserves may be used anytime assuming there are sufficient cash reserves for any potential shortfalls. Reserves can be used to cover HAP costs as long as AHA does not exceed its baseline number of units in any calendar year.

The Fiscal Year 2026-2027 budget assumes conservative leasing of 21,120 in the year (or an average of 1,760 per month annualized).

As of June 2026, AHA's HUD held reserves are projected to be $1.2 million. These funds are not controlled by AHA on a day-to-day basis and are held off of AHA's balance sheet. These amounts are estimates and AHA is not able to immediately withdraw the reserves due to HUD's cash management use. Staff have continued conversations with the shortfall management group and the financial management center. However, based on internal analysis of HUD's two-year-tool, it is anticipated that AHA will continue to be in or very close to shortall for calendar year 2026.

Attachment 3: Capital Improvement Plan (CIP) Budget

Attachment 3 shows the one-year capital budget along with additional information on the Fiscal Year 2026-2027. Work into Fiscal Year 2027-2028 which may spill over from Fiscal Year 2026-2027 and also presented in the attachment for Board visibility. The proposed Capital Projects budget for Fiscal Year 2026-2027 includes major repair, acquisition and replacement projects from AHA and AAHC. This also includes remediation work for Independence Plaza and acquisition of two replacement fleet vehicles. AHA also has included in the budget plans to acquire one low-income unit of the Regent Street Community Land Trust at approximately $300,000, but also requiring $150,000 in stairs and balcony work. This schedule also showcases the funding needs of AHA/AAHC for Island City Development projects.

The identified projects include capital work that is proposed to be contracted in the next Fiscal Year 2026-2027. Work will be done according to urgency and availability of funds and staff capacity. Once approved in this budget, these projects will be funded from the following sources:

1. Operating cash flow from the specific property
2. Replacement reserves held by lenders which are generally specific to specific properties subject to their approval
3. Reserves held by AHA or AAHC for specific properties

There is a continued focus on deferred maintenance needs of our operating portfolio. The Capital Improvement Plan also envisages some predevelopment work for The Poplar (located at the former Alameda Unified School District Maintenance site) and Estuary II (located at the North Housing site).

Accounting Notes

Cost Allocation Plan: The Cost Allocation Plan (CAP) (available on request) is normally completed at least once a year and allocates costs based on metrics. The metrics include the number of bedrooms in the portfolio, the number of staff working on projects related to the cost center, and the properties that a position oversees directly. The metrics are pulled from verifiable data such as the number of units in a specific complex or AHA's organizational chart. The CAP explains the logic behind the distribution of different costs, including legal costs, audit costs, travel and training, and salaries and benefits. Staff calculate a salary distribution for every position in the Agency based on the position's primary duties and functions. Some positions are allocated to only one cost center while others are allocated across numerous cost centers.

Fund Transfers: The AHA General Fund does not generate its own cash flow. The only mechanism to get cash into the General Fund is to make operating transfers from other programs and properties with available excess cash reserves. Staff will make reimbursement transfers as necessary during the budget year in accordance with the agency's interfund transfer policy. Additionally, any advances and interest income/expenses between AHA and AAHC structured as seller notes are eliminated from consolidated presentation.

Depreciation Expense: Depreciation is strictly an accounting method to recognize the cost of buildings and equipment over time. There is no current-year cash impact, as the cash outlay has already been incurred previously. Per the Capitalization Policy, which was effective July 1, 2016, AHA uses the straight-line method of depreciation. When an asset is purchased, a cash expense is incurred. Depreciation is not a cash expense, but an accrual expense to financially match the expense with the period of usage. The Fiscal Year 2026-2027 depreciation expense is budgeted at $1,780,000.

Low-Income Housing Tax Credit Partnerships: Soft loan repayment to AHA as lender or equity investor and related fees are dependent on the project partnerships' ability to disburse residual cash flow. The vast majority of the low-income housing tax credit transactions have AHA as the land owner, with the land leased to the project's limited partnership. AHA or its affiliate, ICD, may also have an equity interest in the projects. To be conservative, these funds are not accrued but recorded when received. Fiscal Year 2026-2027 expected debt service income and developer fee income is presented as Other Income.

Littlejohn Commons (ICD affiliate as general partner): AHA expects to receive an

approximate $100,000 debt service payment for the loan AHA made to the legal entity, Sherman and Buena Vista, L.P. The developer fee has all been paid off to ICD and AHA. Littlejohn Commons continues to pay ICD as general partner an annual management fee.

Everett Commons (ICD affiliate as general partner): AHA does not expect any payments of debt service for the loan AHA made to the legal entity, Everett and Eagle, L.P., which owns Everett Commons. The developer fee has all been paid off to ICD and AHA. Everett Commons continues to pay ICD as general partner an annual management fee.

Rosefield Village (ICD affiliate as general partner): AHA does not expect any payments of debt service for the loan AHA made to the legal entity, Constitution and Eagle, L.P., which owns Rosefield Village. However, it is expected that development sources of funds and operating cash flow will pay down the deferred developer fee to Island City Development in an amount in excess of $350,000 in the next calendar year. Once the remaining $1,822,149 in deferred developer fees to ICD are paid off sometime in future years, cash will start flowing back to AHA as it relates to AHA as the soft lender. Rosefield Village continues to pay ICD as general partner an annual management fee.

Estuary I (ICD affiliate as general partner): AHA and ICD expects to receive a substantial developer fee from Lakehurst and Mosley, L.P. in the amount of approximately $1.85 million in total to be shared on 50/50 basis. Additionally, some of these funds will be shared with the North Housing service providers. Since these funds are for stabilizing work arising from Fiscal Year 2025-2026, income is recorded in that year, and the cash receipt is recorded in Fiscal Year 2026-2027. Annual management fees are expected to be paid to the general partner of at approximately $35k/annum once project stabilization has been reached in 2026. The property is expected to convert to permanent financing in the summer of 2026, which will support additional operating cash. The project partnership is benefiting from substantial cost savings, and at the time of this memorandum, discussions with the various stakeholders (investor, lenders) on how to utilize these savings are in process which will impact developer fee, soft debt service and increasing property reserves in Fiscal Year 2026-2027.

Linnet Corner (ICD affiliate as general partner): AHA and ICD expects to receive a substantial developer fee from Mabuhay and Lakehurst, L.P. in the amount of approximately $1.95 million in total to be shared on 50/50 basis. Additionally, some of these funds will be shared with the North Housing service providers. Since these funds are for project stabilization work arising from Fiscal Year 2025-2026, income is recorded in that year, and the cash receipt is recorded in Fiscal Year 2026-2027. Annual management fees are expected to be paid to the general partner at approximately $19k/annum once project stabilization has been reached in 2026. The property is expected to convert to permanent financing in the fall of 2026, which will support additional operating cash. The project partnership is benefiting from substantial cost savings, and at the time of this memorandum, discussions with the various stakeholders (investor, lenders) on how to utilize these savings are in process which will impact developer fee, soft debt service and increasing property reserves in

Fiscal Year 2026-2027.

Shinsei Gardens (ICD affiliate as limited partner): AHA expects approximately $35,000 of debt service for the loan AHA made to the legal entity, Shinsei Gardens Apartments, L.P., which owns Shinsei Gardens. Furthermore, an Island City Development affiliate, ICD Shinsei, LLC, now owns the 99.99% limited partner interest in the legal entity Shinsei Gardens, L.P., which was purchased from National Equity Fund on March 31, 2024. The general partner remains an affiliate of Resources for Community Development. The third party property management provider (The John Stewart Company) has not changed since the transfer. Shinsei Garden continues to pay an annual management fee of $2,500 to ICD as limited partner.

Jack Capon Villa (AHA affiliate as co-general partner): AHA expects to receive approximately $25,000 debt service payment from Jack Capon Villa for the loans AHA and CIC made to the legal entity Jack Capon Villa, L.P. AHA expects to start discussions with the sponsor for the buyout of partners' interest in 2027.

Stargell Commons (ICD as the Class B Limited Partner): AHA does not expect to receive a debt service payment from Stargell Commons for the loan AHA made to the legal entity, Stargell Commons, L.P.

Park Alameda (AHA affiliate as the authority general partner): AHA does not expect to receive soft debt service payment from Park Alameda for the loan AHA made to the legal entity The Alameda Islander, L.P. AHA expects to continue discussion of the purchase of the limited partner interest for this property in the Fiscal Year 2026-2027.

Breakers at Bayport (AHA is not part of the equity structure): AHA does not expect to receive soft debt service payment from Breakers at Bayport for the loan from AHA made to the legal entity The Breakers at Bayport, L.P.

The Poplar: Limited predevelopment work for The Poplar property will continue in Fiscal Year 2026-2027. Currently, the project is financed by AHA and ICD predevelopment sources, as well as the aforementioned Capital Impact Loan. Additional sources include the Alameda Unified School District Recognized Obligation Payment reimbursement (ROPS) projected at $1,000,000 in Fiscal Year 2026-2027.

Estuary II and North Housing Master Plan: Limited predevelopment work for the Estuary II property will continue in Fiscal Year 2026-2027. Currently, the project and North Housing Master Plan are financed by AHA, AAHC (through the Alameda Affordable Housing Trust Fund) and ICD. Currently, AHA staff expect to reapply for low-income housing tax credits to TCAC in calendar year 2027.

Payments to CalPERS for Outstanding Liabilities

As a local government agency, AHA has to maintain its financial records according to standards set by the Government Accounting Standards Board (GASB). Each year, the GASB sets guidelines for accounting practices and identifies them by number. These rules (GASB 68 and 75) require all government agencies (States, Counties, Cities, and

Special Purpose Local Governments) to report pension and post-employment liabilities up front, which have historically been reported on a pay-as-you-go basis by all government entities. Since AHA is a member of the CalPERS retirement system, AHA is required to report each year on any unfunded pension liability.

AHA has made prior contributions to the pension and Other Post Employment Benefits (OPEB) liabilities. In 2016, a $1,000,000 contribution for pension retirement costs and another payment of $1,000,000 was made in late June 2020 for CalPERS pension unfunded liability. Separately, a payment of $981,940 was made in June 2017 to open the AHA's Internal Revenue Code Section 115 trust account to fund OPEB liabilities. No funds are included in this budget to adjust the pension liabilities above the required annual payment of unfunded accrued liabilities as the recently completed audit did not indicate a need. The regular annual payments of the unfunded accrued CalPERS pension liabilities are approximately $200,000 to be paid in the summer of 2026. In the summer of 2026, staff will be drawing from the OPEB Trust's earnings to repay the costs of retirees' subsidized benefits that were funded by AHA during Fiscal Year 2025-2026 at approximately $50k.

Staff will return to the Board of Commissioners for the financial audit to present pension liability funding needs if any additional funding is required.

FISCAL IMPACT

The combined AHA and AAHC budget presents positive operating cash flow for Fiscal Year 2026-2027. Due to the planned transition of property management service providers, the transition of general counsel and the continued expectation that AHA will be in HAP shortfall in 2026, budgeted cash flow will be monitored very closely in the Fiscal Year 2026-2027.

CEQA

N/A

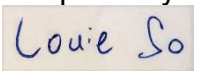
RECOMMENDATION

Adopt the Resolution to Approve the Combined Housing Authority of the City of Alameda ("AHA") and Alameda Affordable Housing Corporation ("AAHC") One-Year Budget for Fiscal Year July 1, 2026 to June 30, 2027 including approval of: A) Summary of the Fiscal Year 2026-2027 Budget and related income and expenses; B) Housing Assistance Payment (HAP) Passthrough Budget and related expenditure of HUD-held HAP reserves; C) Capital Improvement Plan (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2026-2027 to cover these expenses; D) Transfer by the Executive Director of up to $1,000,000 in this budget year, as needed, from AHA/AAHC property reserves or from Moving-To-Work fungible funds to cover deficits in the Housing Programs Department administrative operating budget; and E) Adopt the Revised Schedule of Authorized Positions for Fiscal Year 2026-2027 and Pay Schedule for Fiscal Year 2026-2027.

ATTACHMENTS

1. 01 ATTACHMENT 1 - AHA + AAHC FY 2026-2027 BUDGET
2. 02 ATTACHMENT 2 - AHA + AAHC FY 2026-2027 HAP BUDGET
3. 03 ATTACHMENT 3 - AHA + AAHC FY 26-27 and FY 27-28 CIP
4. 04 ATTACHMENT 4 - Schedule of Authorized Positions for Fiscal Year 2026-2027
5. 05 ATTACHMENT 5 - Pay Schedule for Fiscal Year 2026-2027
6. 06 ATTACHMENT 6 - AHA BUDGET RESOLUTION

Respectfully submitted,



Louie So, Chief Financial Officer

Attachment A: Summary Fiscal Year 2026-2027 Budget (July 1, 2026 through June 30, 2027)										
Housing Authority of the City of Alameda & Alameda Affordable Housing Corporation - Consolidated Activity										
Certain Fiscal Year 2025-2026 Budget Amounts have been reclassified for Presentation Purposes. No Net Changes to Net Cash Flow										
Decimals Hidden for Presentation. Does not include Island City Development and Low-Income Housing Tax Credit Partnerships										
A	B	C	D	E	F	G	H	I	J	K
		FY 2025-2026	FY 2025-2026	FY 2026-2027	*FY 2025-2026 PROJECTED ACTUAL VERSUS FY 2025-2026 BUDGET*		*FY 2026-2027 BUDGET VERSUS FY 2025-2026 BUDGET*		*FY 2026-2027 BUDGET VERSUS FY 2025-2026 PROJECTED ACTUALS*	
COUNT	Operating Budget	PROJECTED ACTUALS	APPROVED BUDGET - 5.2025	PROPOSED BUDGET - 6.2026	*Variance*	*% Variance*	*Variance*	*% Variance*	*Variance*	*% Variance*
1	Property Rental Income and Property HAP Income, net of vacancy	15,953,714	15,934,990	16,753,708	*18,724*	*0%*	*818,718*	*5%*	*799,994*	*5%*
2	Tax Increment Payment - Independence Plaza	2,681,856	2,661,852	0	*20,004*	*1%*	*-2,661,852*	*-100%*	*-2,681,856*	*-100%*
3	HAP Administrative Fee Income	3,209,344	3,463,417	3,075,353	*-254,073*	*-7%*	*-388,063*	*-11%*	*-133,991*	*-4%*
4	Other Income, Interest Income, Fee Income and Local Grants	4,218,266	2,691,958	4,603,732	*1,526,309*	*57%*	*1,911,775*	*71%*	*385,466*	*9%*
5	**Operating Income**	**26,063,180**	**24,752,216**	**24,432,793**	***1,310,964***	***5%***	***-319,422***	***-1%***	***-1,630,387***	***-6%***
6	Administrative	3,727,387	3,872,359	4,504,456	*-144,972*	*-4%*	*632,097*	*16%*	*777,069*	*21%*
7	AHA Staff Salaries + Benefits	7,599,768	11,060,696	12,545,148	*-3,460,928*	*-31%*	*1,484,452*	*13%*	*4,945,380*	*65%*
8	Tenant/Social Services - (LifeSteps and Boys + Girls Club)	264,390	328,926	393,366	*-64,536*	*-20%*	*64,440*	*20%*	*128,976*	*49%*
9	3rd Party Management Salaries + Benefits	1,118,736	1,589,613	1,485,366	*-470,877*	*-30%*	*-104,247*	*-7%*	*366,630*	*33%*
10	Utilities	1,333,418	1,402,803	1,358,473	*-69,386*	*-5%*	*-44,330*	*-3%*	*25,055*	*2%*
11	Maintenance	1,960,479	1,714,748	1,346,777	*245,731*	*14%*	*-367,971*	*-21%*	*-613,701*	*-31%*
12	General/Insurance/Interest Expense	1,594,920	1,772,862	2,057,160	*-177,942*	*-10%*	*284,297*	*16%*	*462,239*	*29%*
13	Depreciation - Non Cash Expense	1,782,657	1,720,000	1,780,000	*62,657*	*4%*	*60,000*	*3%*	*-2,657*	*0%*
14	**Operating Expense**	**19,381,755**	**23,462,008**	**25,470,746**	***-4,080,252***	***-17%***	***2,008,738***	***9%***	***6,088,991***	***31%***
15	**Income with Depreciation**	**6,681,425**	**1,290,208**	**-1,037,953**	***5,391,217***	***418%***	***-2,328,161***	***-180%***	***-7,719,377***	***-116%***
16	**HAP Passthrough Income**	49,929,165	52,828,616	48,106,074	*-2,899,451*	*-5%*	*-4,722,543*	*-9%*	*-1,823,092*	*-4%*
17	**HAP Passthrough Expenses**	50,142,781	52,828,616	48,402,142	*-2,685,835*	*-5%*	*-4,426,474*	*-8%*	*-1,740,639*	*-3%*
18	Net Housing Assistance Payments/(Deficit)	-213,616	0	-296,068	*-213,616*	*0%*	*-296,068*	*0%*	*-82,453*	*39%*
19	**Net Income**	**6,467,809**	**1,290,208**	**-1,334,021**	***5,177,601***	***401%***	***-2,624,229***	***-203%***	***-7,801,830***	***-121%***
20	**Total Net Income Less Total Expenses**									
21	**Total Income**	75,992,346	77,580,832	72,538,867	*-1,588,487*	*-2%*	*-5,041,965*	*-6%*	*-3,453,478*	*-5%*
22	**Total Expenses**	69,524,536	76,290,624	73,872,888	*-6,766,087*	*-9%*	*-2,417,736*	*-3%*	*4,348,352*	*6%*
23	**Net Income**	6,467,809	1,290,208	-1,334,021	*5,177,601*	*401%*	*-2,624,229*	*-203%*	*-7,801,830*	*-121%*
24	**Reconciliation of Net Income to Cash Flow**									
25	**Net Income**	**6,467,809**	**1,290,208**	**-1,334,021**	***5,177,601***	***401%***	***-2,624,229***	***-203%***	***-7,801,830***	***-121%***
26	Add Back: Depreciation (Non-Cash)	1,782,657	1,720,000	1,780,000	*62,657*	*4%*	*60,000*	*3%*	*-2,657*	*0%*
27	Subtract: Paydown of Must Pay Mortgage Principal	-572,460	-570,695	-356,028	*-1,765*	*0%*	*214,667*	*-38%*	*216,432*	*-38%*
28	Add Back: Soft Loan Interest incurred by not payable currently	44,592	44,592	44,592	*0*	*0%*	*0*	*0%*	*0*	*0%*
29	Subtract: Fund Independence Plaza Reserves as required by HUD	-87,885	-92,391	-90,522	*4,506*	*-5%*	*1,869*	*-2%*	*-2,637*	*3%*
30	**Operating Cash Flow**	**7,634,713**	**2,391,714**	**44,021**	***5,242,999***	***219%***	***-2,347,693***	***-98%***	***-7,590,692***	***-99%***

Attachment B: Summary Fiscal Year 2026-2027 HAP Budget (July 1, 2026 through June 30, 2027)								
Housing Authority of the City of Alameda								
	A	B	C	D	E	F	G	H	I
#		HAP 21,126 Units	Shelter Plus 17 Units	Bessie Coleman SRO 30 Units	EHV 45 Units	FY 2026-27 Total	FY 2025-2026 Budget	*Increase (Decrease)* *$*	*Increase (Decrease)* *%*
1	HUD subsidy revenue	46,295,631	0	375,120	1,013,119	47,683,870	52,346,214	*-4,662,344*	*-8.9%*
2	Rental Assistance (from Alameda County)	0	422,204	0	0	422,204	482,402	*-60,198*	*-12.5%*
3	**Total HUD Subsidy Revenue**	**46,295,631**	**422,204**	**375,120**	**1,013,119**	48,106,074	52,828,616	***-4,722,542***	***-8.94%***
4	HAP Payments to Landlords	46,295,631	422,204	375,120	1,013,119	48,106,074	52,828,616	*-4,722,542*	*-8.94%*
5	**Total HAP Expenses**	**46,295,631**	**422,204**	**375,120**	**1,013,119**	48,106,074	52,828,616	***-4,722,542***	***-8.94%***
6	HAP Operating Income/Loss	0	0	0	0	0	0	*0*	*(0)*

Attachment 3: AHA/AAHC Capital Improvement Plan						
Fiscal Year 2026-2027 and 2027-2028 CIP PROJECTS						
PROPERTY	Scope	**UNIT COUNT**	**UNIT COST**	**PROJECTED COSTS**	**2026-27**	**2027-28**
Anne B. Diament		**65**		**$343,875**	**$63,875**	**$280,000**
Exterior Paint		1	ea.	$105,000		$105,000
Parking Boolards		10	$ 450.00	$4,500	$4,500	
Asphalt Sealing/Striping		10,500	$ 0.75	$7,875	$7,875	
Unit radiant heaters		64	$ 1,171.88	$75,000		$75,000
Bath Fans		64	$ 101.56	$6,500	$6,500	
Elevator refurbish		1	ea.	$100,000		$100,000
Common Area Lighting		1	ea.	$5,000	$5,000	
Common Area Carpet		1	ea.	$40,000	$40,000	
AHA OFFICE		**1**		**$2,860,500**	**$104,000**	**$2,756,500**
Maintenance Garage Renovation		1	ea.	$2,500,000		$2,500,000
New HVAC		9	$ 11,555.56	$104,000	$104,000	
New Carpet		20,000	$ 5.00	$100,000		$100,000
New Paint		1	ea.	$30,000		$30,000
Lobby Renovation		1	ea.	$86,000		$86,000
Kitchen Patio Door		1	ea.	$3,000		$3,000
Kitchen Renovation		1	ea.	$37,500		$37,500
CHINA CLIPPER		**26**		**$399,225**	**$94,325**	**$304,900**
Elevator Renovation		1	ea.	$150,000		$150,000
Asphalt Sealing/striping		13,900	$ 0.75	$10,425	$10,425	
Roofing		6,500	$ 10.00	$65,000	$65,000	
Bath Fans		26	$ 150.00	$3,900	$3,900	
Common Area Flooring		3,000	$ 5.00	$15,000	$15,000	
Exterior Paint		1	ea.	$86,000		$86,000
Windows		26	$ 2,650.00	$68,900		$68,900
EAGLE VILLAGE		**36**		**$317,940**	**$47,940**	**$270,000**
Kitchen Cabinets/Countertops		36	$ 7,500.00	$270,000		$270,000
Exterior Concrete		1,020	$ 47.00	$47,940	$47,940	
ESPERANZA		**120**		**$1,519,801**	**$53,801**	**$1,466,000**
Asphalt Sealing/Striping		71,734	$ 0.75	$53,801	$53,801	
Replace Windows		120	$ 2,650.00	$318,000		$318,000
Siding Repairs		1	ea.	$150,000		$150,000
Bath Fans		120	$ 150.00	$18,000		$18,000
Sewer Lateral Certification		1	ea.	$980,000		$980,000
INDEPENDENCE PLAZA		**186**		**$975,500**	**$665,000**	**$310,500**
Flood and fire restoration		2		$500,000	$500,000	
Common Area Walkway Lighting		1	ea.	$30,000	$30,000	

Attachment 3: AHA/AAHC Capital Improvement Plan					
Fiscal Year 2026-2027 and 2027-2028 CIP PROJECTS					
Windows	450	$ 690.00	$310,500		$310,500
Common Area Floor Coverings	27,000	$ 5.00	$135,000	$135,000	
LINCOLN HOUSE	**4**		**$6,000**	**$6,000**	**$0**
Exterior Lighting	4	$ 250.00	$1,000	$1,000	
Laundry Water Heaters	2	$ 2,500.00	$5,000	$5,000	
LINCOLN WILLOW			**$35,000**	**$0**	**$35,000**
Sewer Lateral (separation from neighboring property)	1	ea.	$35,000		$35,000
PARK ALAMEDA	**62**		**$144,050**	**$0**	**$144,050**
Siding Repairs	1	ea.	$1,500		$1,500
Exterior Paint	1	ea.	$112,000		$112,000
Exterior Walkway Repairs	1	ea.	$30,550		$30,550
PARROT GARDEN	**8**		**$22,500**	**$22,500**	**$0**
Asphalt Sealing/Striping	26,000	$ 0.75	$19,500	$19,500	
Exterior Walkway Lighting	1	ea.	$3,000	$3,000	
PARROT VILLAGE	**50**		**$453,500**	**$101,000**	**$352,500**
Tree Removal	2	3000	$6,000	$6,000	
Unit Gas Heaters	50	1900	$95,000	$95,000	
Windows	50	2650	$132,500		$132,500
Waste Water	50	2200	$110,000		$110,000
Domestic Water	50	2200	$110,000		$110,000
PARU HOUSE	**1**		**$5,400**	**$5,400**	**$0**
Exterior Paint	1	ea.	$5,400	$5,400	
SHERMAN HOUSE	**9**		**$64,600**	**$0**	**$64,600**
Main Service Panel	1	ea.	$25,000		$25,000
Domestic Water	9	$ 2,200.00	$19,800		$19,800
Domestic Waste	9	$ 2,200.00	$19,800		$19,800
SHINSEI GARDEN	**39**		**$51,338**	**$51,338**	**$0**
Asphalt Sealing/Striping	36,450	0.75	$27,338	$27,338	
Exterior Walkway Repairs	4,000	$ 6.00	$24,000	$24,000	
STANFORD HOUSE	**4**		**$29,600**	**$29,600**	**$0**
Exterior Lighting	4	$ 250.00	$1,000	$1,000	
Main Service Panel	1	ea.	$25,000	$25,000	
Sump Pump	2	$ 1,800.00	$3,600	$3,600	
			$7,228,828	**$1,244,778**	**$5,984,050**

***AHA expects to procure 2 fleet vehicles in Fiscal Year 2026-2027 at an estimated cost of $60,000**

***AHA expects to acquire 1-unit from the Regent Street HOA Community Land Trust at an estimated cost of $300,000, with an additional $150,000 in balcony work.**

ATTACHMENT 4 - Housing Authority of the City of Alameda				
Fiscal Year 2026-2027 Schedule of Authorized Positions				
		2025-2026 approved	Proposed change	Year on Year
Department/Position Title		**FTE 2025-2026**	**FTE 2026 - 2027**	**Difference**
Executive Department				
Executive Director		1.00	1.00	
Deputy Executive Director/Chief Administrative Officer		1.00	1.00	
Senior Executive Assistant		**1.00**	**0.00**	
Senior Management Analyst (See Note B)		**1.00**	**2.00**	
	Sub-Total	**4.00**	**4.00**	**0.00**
Administration and Services Department				
Director of Administration and Services		1.00	1.00	
Assistant Director of Administrative Services		**1.00**	**0.00**	
Community Programs and Communications Manager		1.00	1.00	
Procurement and Administrative Services Manager (See Note B)		1.00	1.00	
Senior Management Analyst (See Note B)		3.00	3.00	
Facilities and Maintenance Technician I & II (See Note A)		1.00	1.00	
Customer Service Specialist (See Note B)		**0.00**	**1.00**	
Program Assistant		**2.00**	**1.00**	
	Sub-Total	**10.00**	**9.00**	**-1.00**
Data and Policy Department				
Senior Program Director		1.00	1.00	
Principal Management Analyst (See Note B)		**0.00**	**1.00**	
Senior Management Analyst (See Note B)		5.00	5.00	
Data and Policy Specialist I		1.00	1.00	
		7.00	**8.00**	**1.00**
Human Resources Department				
Director of Human Resources		1.00	1.00	
Human Resources Manager (See Note B)		1.00	1.00	
Program Assistant		1.00	1.00	
	Sub-total	3.00	3.00	0.00
Finance Department				
Director of Finance/Chief Financial Officer		1.00	1.00	
Assistant Director of Finance/Controller		1.00	1.00	
Development Accounting Officer		1.00	1.00	
Accounting Officer (See Note B)		1.00	1.00	
Accounting Specialist I & II (See Note A)		3.00	3.00	
	Sub-total	7.00	7.00	0.00
Housing Programs Department				
Director of Housing Programs		1.00	1.00	
Assistant Director of Housing Programs (See Note B)		2.00	2.00	
Housing Specialist III		1.00	1.00	
Housing Specialist I & II (See Note A)		5.00	5.00	
Program Assistant		1.00	1.00	
	Sub-total	10.00	10.00	0.00
Property Operations Department (with Asset Management)				
Director of Property Operations		1.00	1.00	
Assistant Director of Property Operations (See Note B)		1.00	1.00	
Senior Asset Manager (See Note B)		1.00	1.00	
LIHTC Compliance Manager		**0.00**	**1.00**	
Asset Manager (See Note B)		1.00	1.00	
Property Management Supervisor		1.00	1.00	
Management Analyst (Property Operations)		1.00	1.00	
Management Analyst (Asset Management) (See Note B)		1.00	1.00	
Property Operations Specialist I		**1.00**	**2.00**	
Program Assistant		1.00	1.00	
	Sub-total	**9.00**	**11.00**	**2.00**
Housing Development Department				
Director of Housing Development		1.00	1.00	
Senior Project Manager (See note B)		1.00	1.00	
Senior Construction Project Manager (See note B)		1.00	1.00	
Project Manager (See note B)		1.00	1.00	
Construction Project Manager		1.00	1.00	
Associate Project Manager		1.00	1.00	
Housing Development Specialist		2.00	2.00	
	Sub-total	8.00	8.00	0.00
	Total	**58.00**	**60.00**	**2.00**

Additional Comments

Note A: Positions at the I and II levels are combined as a total count to allow for flexibility in staffing.
Note B: Position may be renamed or filled at a lower level
Note C: If position is filled with an internal candidate, the vacant position may not be backfilled.
Note D: Temporary staff are not included in the Schedule of Authorized Positions
Note E: BOC Flexibility in Hiring: flexibility in hiring levels, flexibility in position title, flexibility in Department/Supervisor, and flexibility in advertising.

ATTACHMENT 5:
HOUSING AUTHORITY OF THE CITY OF ALAMEDA
SALARY SCHEDULE FY 2026-2027
Effective June 17, 2026

			HOURLY RATE				
Position Title	**Salary Range**	**FLSA**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Housing Assistant	10	NE	$ 33.99	$ 35.69	$ 37.47	$ 39.35	$ 41.31
Program Assistant	15	NE	$ 38.41	$ 40.33	$ 42.34	$ 44.47	$ 46.69
Facilities and Maintenance Technician I	16	NE	$ 39.35	$ 41.31	$ 43.38	$ 45.55	$ 47.82
Housing Specialist I	19	NE	$ 42.34	$ 44.47	$ 46.69	$ 49.02	$ 51.48
Accounting Specialist I	19	NE	$ 42.34	$ 44.47	$ 46.69	$ 49.02	$ 51.48
Data and Policy Specialist I	19	NE	$ 42.34	$ 44.47	$ 46.69	$ 49.02	$ 51.48
Property Operations Specialist I	19	NE	$ 42.34	$ 44.47	$ 46.69	$ 49.02	$ 51.48
Facilities and Maintenance Technician II	22	NE	$ 45.55	$ 47.82	$ 50.22	$ 52.73	$ 55.37
Accounting Specialist II	23	NE	$ 46.69	$ 49.02	$ 51.48	$ 54.04	$ 56.75
Asset Management Specialist	23	NE	$ 46.69	$ 49.02	$ 51.48	$ 54.04	$ 56.75
Housing Development Specialist	23	NE	$ 46.69	$ 49.02	$ 51.48	$ 54.04	$ 56.75
Housing Specialist II	23	NE	$ 46.69	$ 49.02	$ 51.48	$ 54.04	$ 56.75
Customer Service Specialist	23	NE	$ 46.69	$ 49.02	$ 51.48	$ 54.04	$ 56.75
Executive Assistant	26	NE	$ 50.22	$ 52.73	$ 55.37	$ 58.14	$ 61.05
Housing Specialist III	27	NE	$ 51.48	$ 54.04	$ 56.75	$ 59.59	$ 62.57
Management Intern	N/A	NE	$ 22.33	$ 25.38			
Management Fellow	N/A	NE	$ 25.38	$ 30.45			

			MONTHLY SALARY				
Position Title	**Salary Range**	**FLSA**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Associate Asset Manager	31	E	$ 9,221.61	$ 9,682.76	$ 10,167.19	$ 10,674.90	$ 11,208.79
Associate Project Manager	31	E	$ 9,221.61	$ 9,682.76	$ 10,167.19	$ 10,674.90	$ 11,208.79
Accounting Officer	33	E	$ 9,682.76	$ 10,167.19	$ 10,674.90	$ 11,208.79	$ 11,770.32
Development Accounting Officer	33	E	$ 9,682.76	$ 10,167.19	$ 10,674.90	$ 11,208.79	$ 11,770.32
Housing Programs Supervisor	33	E	$ 9,682.76	$ 10,167.19	$ 10,674.90	$ 11,208.79	$ 11,770.32
Management Analyst	33	E	$ 9,682.76	$ 10,167.19	$ 10,674.90	$ 11,208.79	$ 11,770.32
Property Management Supervisor	33	E	$ 9,682.76	$ 10,167.19	$ 10,674.90	$ 11,208.79	$ 11,770.32
Senior Executive Assistant	33	E	$ 9,682.76	$ 10,167.19	$ 10,674.90	$ 11,208.79	$ 11,770.32
Property Management Supervisor	33	E	$ 9,682.76	$ 10,167.19	$ 10,674.90	$ 11,208.79	$ 11,770.32
Asset Manager	36	E	$ 10,414.50	$ 10,935.30	$ 11,482.28	$ 12,056.90	$ 12,659.17
Construction Project Manager	36	E	$ 10,414.50	$ 10,935.30	$ 11,482.28	$ 12,056.90	$ 12,659.17
Project Manager	36	E	$ 10,414.50	$ 10,935.30	$ 11,482.28	$ 12,056.90	$ 12,659.17
Human Resources Manager	45	E	$ 12,976.30	$ 13,625.11	$ 14,305.93	$ 15,021.67	$ 15,772.31
LIHTC Compliance Manager	45	E	$ 12,976.30	$ 13,625.11	$ 14,305.93	$ 15,021.67	$ 15,772.31
Procurement & Administrative Services Manager	45	E	$ 12,976.30	$ 13,625.11	$ 14,305.93	$ 15,021.67	$ 15,772.31
Senior Asset Manager	45	E	$ 12,976.30	$ 13,625.11	$ 14,305.93	$ 15,021.67	$ 15,772.31
Senior Construction Project Manager	45	E	$ 12,976.30	$ 13,625.11	$ 14,305.93	$ 15,021.67	$ 15,772.31
Senior Management Analyst	45	E	$ 12,976.30	$ 13,625.11	$ 14,305.93	$ 15,021.67	$ 15,772.31
Senior Project Manager	45	E	$ 12,976.30	$ 13,625.11	$ 14,305.93	$ 15,021.67	$ 15,772.31
Assistant Director of Administrative Services	46	E	$ 13,291.98	$ 13,956.80	$ 14,655.07	$ 15,388.26	$ 16,157.82
Assistant Director of Finance	46	E	$ 13,291.98	$ 13,956.80	$ 14,655.07	$ 15,388.26	$ 16,157.82
Assistant Director of Housing Development	46	E	$ 13,291.98	$ 13,956.80	$ 14,655.07	$ 15,388.26	$ 16,157.82
Assistant Director of Housing Programs	46	E	$ 13,291.98	$ 13,956.80	$ 14,655.07	$ 15,388.26	$ 16,157.82
Assistant Director of Property Operations	46	E	$ 13,291.98	$ 13,956.80	$ 14,655.07	$ 15,388.26	$ 16,157.82
Community Programs and Communications Manager	46	E	$ 13,291.98	$ 13,956.80	$ 14,655.07	$ 15,388.26	$ 16,157.82
Principal Management Analyst	49	E	$ 14,305.93	$ 15,021.67	$ 15,772.31	$ 16,560.78	$ 17,389.99
Director of Administration and Services	56	E	$ 16,965.20	$ 17,813.32	$ 18,703.62	$ 19,639.02	$ 20,620.97
Director of Data and Policy	56	E	$ 16,965.20	$ 17,813.32	$ 18,703.62	$ 19,639.02	$ 20,620.97
Director of Housing Programs	56	E	$ 16,965.20	$ 17,813.32	$ 18,703.62	$ 19,639.02	$ 20,620.97
Director of Human Resources	60	E	$ 18,703.62	$ 19,639.02	$ 20,620.97	$ 21,652.38	$ 22,734.71
Director of Property Operations	60	E	$ 18,703.62	$ 19,639.02	$ 20,620.97	$ 21,652.38	$ 22,734.71
Director of Housing Development	60	E	$ 18,703.62	$ 19,639.02	$ 20,620.97	$ 21,652.38	$ 22,734.71
Director of Finance/Chief Financial Officer	60	E	$ 18,703.62	$ 19,639.02	$ 20,620.97	$ 21,652.38	$ 22,734.71
Senior Programs Director	60	E	$ 18,703.62	$ 19,639.02	$ 20,620.97	$ 21,652.38	$ 22,734.71
Deputy Executive Director	65	E	$ 21,136.26	$ 22,193.07	$ 23,302.73	$ 24,467.86	$ 25,691.25
Executive Director**	N/A	E	$ 30,759.58	$ 32,378.50			

**Salary authorized by Board of Commissioners per Employment Agreement

Standard work period is 75 hours per pay period. Daily work schedules are established by the Executive Director (or designee) and may include a compressed schedule.

E = Exempt; NE = Non-Exempt

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA APPROVING AND ADOPTING THE COMBINED ONE YEAR HOUSING AUTHORITY OF THE CITY OF ALAMEDA AND ALAMEDA AFFORDABLE HOUSING CORPORATION BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027 ("FISCAL YEAR 2026-2027").

WHEREAS, the Executive Director has submitted a one year proposed budget to the Board of Commissioners of the Housing Authority of the City of Alameda for the combined Housing Authority of the City of Alameda and Alameda Affordable Housing Corporation Budget; and

WHEREAS, the Housing Authority of the City of Alameda and Alameda Affordable Housing Corporation has sufficient operating reserves on a combined basis to meet the working capital needs of its properties; and

WHEREAS, the proposed budget includes expenditures that are necessary for the efficient and economical operation of the housing for the purpose of serving low-income residents; and

WHEREAS, the proposed budget indicates a source of funds adequate to cover all proposed expenditures; and

WHEREAS, the Housing Authority of the City of Alameda and Alameda Affordable Housing Corporation will comply with all state and federal wage rate requirements where applicable and requirements for access to records and audits.

WHEREAS, the proposed Fiscal Year 2026-2027 budget includes approval of:

i. Summary of the Fiscal Year 2026-2027 Budget and related income and expenses;
ii. Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves;
iii. Capital Improvement Project (CIP) Budget and related use of property and agency reserves and surplus operating cash from Fiscal Year 2026-2027 to cover these expenses;
iv. Transfer by the Executive Director of up to $1,000,000 in this budget year, as needed, from AHA property reserves or from Moving-To-Work fungible funds to cover losses in the Housing Programs administrative operating budget; and
v. Adopt the revised Schedule of Authorized Positions for Fiscal Year 2026-2027 and Pay Schedule for Fiscal Year 2026-2027

NOW, THEREFORE. BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Alameda hereby adopts the Housing Authority's Budget Resolution for the Fiscal Year 2026-2027.

Ayes: Commissioners:

Nayes: Commissioners:

Abstain: Commissioners:

Absent: Commissioners

ATTEST:

Vanessa M. Cooper Secretary/Executive Director	Carly Grob, Chair Board of Commissioners

Approved as to form:

General Counsel

Adopted: _____, 2026

Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: June 17, 2026

Re: Adopt a Resolution to Ratify the Construction Services Contract between the Housing Authority of the City of Alameda and Restoration Management Company for emergency remediation services at Independence Plaza with a Maximum Contract Amount Not To Exceed $219,570.31 for a one-year term to June 4, 2027, and to Authorize the Executive Director (or Designee) to Negotiate and Execute Multiple Contracts until the Next Available Board of Commissioners Meeting which Individually or as a Total exceed $250,000 for Fire and Flood Repair Costs at Independence Plaza; Direct the Executive Director (or Designee) to Report Back on Executed Contracts, if any, to the Board of Commissioners No Later Than the Next Available Board of Commissioners Meeting.

BACKGROUND

Independence Plaza (IP) was originally developed by AHA in 1990 and has been continuously owned and operated in good condition. AHA currently owns the property subject to a Restore-Rebuild covenant with HUD. IP contains five buildings with 186 units for seniors. IP has sustained two recent emergency incidents, a fire sprinkler supply line leak/water damage event on April 25, 2026, and a fire/water damage event on May 22, 2026. These two incidents affected seventeen units, common area, and exteriors. Remediation efforts began immediately. On June 3, 2026, the Board of Commissioners approved the Executive Director to execute contracts for the remediation and repairs for both these incidents, while seeking approval and direction at the next available Board meetings.

DISCUSSION

For the April 2026 sprinkler release, the leak has been fixed and the exterior areas restored. The relatively little interior damage to the flooring, baseboard, and drywall remains to be repaired/replaced. Residents did not have to be relocated.

For the May 2026 fire/water damage incident, emergency remediation is almost complete, with all units measuring dry or very dry on moisture readings, as well as the

initial demolition and removal of damp material (required to allow for sufficient drying) completed. A construction services contract with Restoration Management Company was executed to perform the majority of these activities, and is now presented for ratification. This contract was negotiated without a competitive bid as the emergency situation required immediate services to prevent further damage to buildings and possessions. However, staff have closely monitored costs and staffing to ensure billing is accurate.

Relocation Activities:
No tenants from April 2026 Building 703 (flood) required relocation. All affected tenants from the May 2026 incident in Building 711 (fire/water damage) have been relocated temporarily to other AHA properties or to stay with family. Rent credits are being provided for loss of perishable foods, as well as for credit for residents who chose to stay with family. Tenant possessions have been stored in moving PODS or to their temporary units to allow for repairs to be made. All units are now empty. Asset Living, AHA, and the service provider LIfeSTEPS have been communicating with the tenants frequently and providing information and support during this time. A resident meeting was held on June 9, 2026 for the relocated residents. One resident has chosen to move, rather than wait for return, and AHA is facilitating the relocation of their possessions to their new home. Residents have been advised that repairs may take several months, and that they have a choice to move elsewhere permanently if they prefer. Every effort will be made to bring tenants back as early as possible while still ensuring the necessary work is done to the correct standard. It is also possible that residents may return to a different unit, if another unit at IP becomes available. The most heavily damaged units are vacant (unleased) at this time, which will allow the less severely damaged units to be brought on line as soon as possible.

Repair activities:
Staff has a preliminary scope for rebuilding after both incidents, which includes new flooring and baseboards, new drywall, new kitchen cabinets (in at least three units, new hallway carpet and wall replacement, electrical repairs, paint, window coverings, new lighting fixtures, plumbing fixtures and possible appliance replacement. Because of the size of the expected contract, the procurement will be advertised widely so that a minimum of three bids are made, and so that the most responsive bidder may be selected. Staff is analyzing the opportunity to do some additional upgrades at this time. For instance, the scope could include building back cabinets with greater accessibility, and upgrading all finishes in the affected units, to get ahead on repairs that were anticipated as a part of the fifteen-year capital plan. All work that requires permits will be obtained from the City of Alameda.

FISCAL IMPACT

Staff expect that the cost of build back repairs for the fire incident at 711 Atlantic Avenue will be $250,000- $500,000. These costs are in addition to the remediation work, relocation, and lost income, which is likely to be around $400,000. The work for flood repair at 703 Atlantic is expected to be much lower but is likely to be in the $100,000 to $250,000 range, depending on scope (approximately $70,000 was incurred

for immediate remediation). Staff are working on getting an independent cost estimator to review both sites. A fuller picture of incurred and estimated costs will be provided in July. Since the contracts for flooring, drywall, paint, and other repairs will include the repair work at 703 Atlantic Avenue, there will also be additional costs that need to be authorized at this time. Insurance will not cover any relocation costs and loss of income but is expected to cover 90% of the required remediation and repair costs. Independence Plaza has some cushion in its operating budget and a replacement reserve that can be utilized for remaining costs. The 2026-27 IP budget (on the agenda for this meeting) has been adjusted to include a $500,000 capital cost for these two projects, although it is hoped after insurance that the total cost is much less.

Staff is also seeking the authority, if necessary prior to the next board meeting, for the Executive Director to contract rapidly and above the normal limit of $250,000 only for costs related to the IP repairs. This will limit the impact to displaced tenants, as well as the ancillary cost of tenant relocation credits on rent while out of their unit, and the opportunity cost of relocation evacuees' occupancy on the rest of the AHA portfolio. This is a continued request from the June 3, 2026 Board meeting authorization.

CEQA

Not Applicable

RECOMMENDATION

Adopt a Resolution to Ratify the Construction Services Contract between the Housing Authority of the City of Alameda and Restoration Management Company for emergency remediation services at Independence Plaza with a Maximum Contract Amount not to exceed $219,570.31 for a one-year term to June 4, 2027, and to Authorize the Executive Director (or Designee) to Negotiate and Execute Multiple Contracts until the Next Available Board of Commissioners Meeting which Individually or as a Total exceed $250,000 for Fire and Flood Repair Costs at Independence Plaza; Direct the Executive Director (or Designee) to Report Back on Executed Contracts, if any, to the Board of Commissioners No Later Than the Next Available Board of Commissioners Meeting.

ATTACHMENTS

1. IP Remediation Staff Report
2. IP Remediation - Photos
3. IP_AHA-_RMC_260610
4. DRAFT Resolution - IP Fire and Flood Restoration

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

Independence Plaza Fire and Flood Restoration

June 17, 2026

Sylvia Martinez
Director of Housing Development

1

Two incidents

- May 22 2026 – Unit fire, water damage in common areas, and 12 units. Building 711. Tenants relocated.
- April 25 2026 – Fire Sprinkler supply line incident. Exterior and interior water damage in common areas and 11 units. Building 703. No tenants currently relocated.
- Remediation and repairs expected to be covered by insurance, and to exceed Executive Director approval of $250,000 in total.

2

Building 711 – Phases

- Emergency water removal, active drying and ventilation demolition to facilitate drying; moisture monitoring
- Relocation of residents and packing/storing of tenant possessions.
- Repairs - New flooring and baseboard, new drywall, new kitchen cabinets, new hallway carpet and wall replacement, electrical repairs, paint, new lighting fixtures, plumbing, and possible appliance replacement, etc.

3

Residents Affected

- 11 units at 703 Atlantic require limited flooring, paint, wall repairs.
- 8 households at 711 Atlantic require limited to moderate flooring, paint, wall repairs.
- 4 vacant units at 711 Atlantic require moderate to severe repairs to be able to lease the units.
- Common areas – Multiple hallway and shared spaces (trash rooms, stairwell), require flooring, ceiling drywall. wall, baseboard, paint to allow resident use.

4

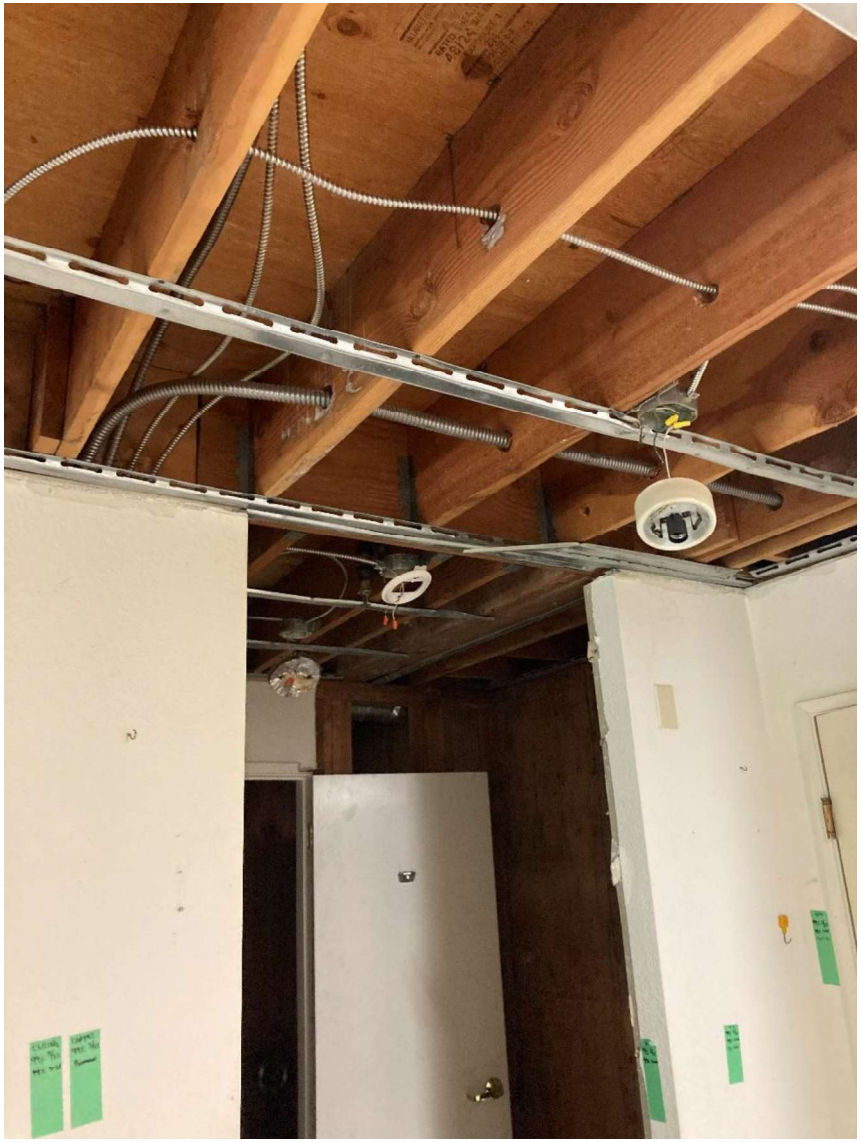
Authorizations Requested

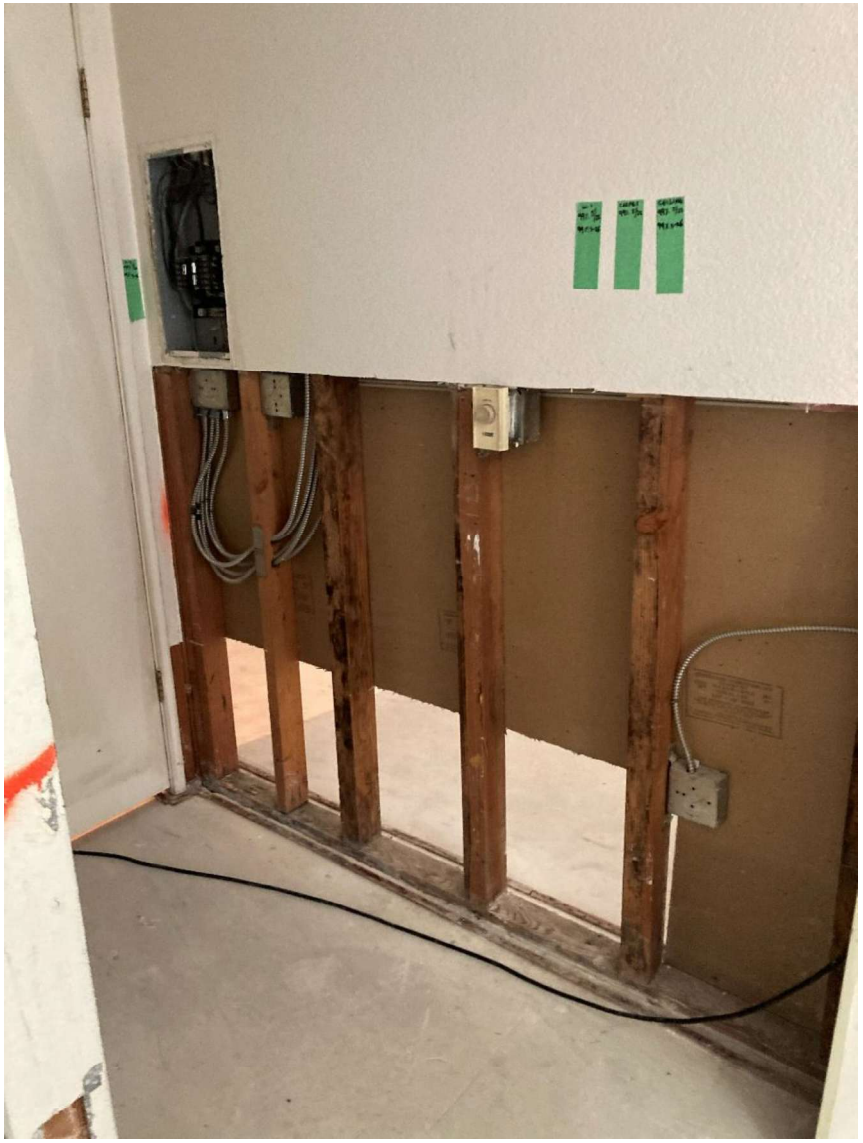
- Ratify the Emergency Remediation Contract
- Authorize the Executive Director (or Designee) to negotiate and execute multiple contracts which individually or as a total exceed $250,000
- Direction to report back on executed contracts at the next regularly scheduled Board of Commissioners meeting.

5

Adopt a Resolution to Ratify the Construction Services Contract between the Housing Authority of the City of Alameda and Restoration Management Company for emergency remediation services at Independence Plaza with a Maximum Contract Amount not to exceed $219,570.31 for a one-year term to June 4, 2027 and to Authorize the Executive Director (or Designee) to Negotiate and Execute Multiple Contracts which Individually or as a Total exceed $250,000 for Fire and Flood Repair Costs at Independence Plaza until the Next Board of Commissioners Meeting; Direct the Executive Director to Report Back on Executed Contracts, As Available, to the Board of Commissioners No Later Than the Next Available Board of Commissioners Meeting.

6





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HOUSING AUTHORITY OF THE CITY OF ALAMEDA
CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is entered into as of June 4, 2026 (the "Effective Date"), by and between the Housing Authority of the City Alameda, a public body, corporate and politic ("Authority"), and Restoration Management Company., a California S Corporation ("Contractor," and together with Authority, collectively, the "Parties"), with reference to the following facts:

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. On May 22, 2026, Authority required the Work on an emergency basis. Thereafter, on May 22, 2026 Authority authorized Contractor to perform the Work in accordance with the signed estimates issued.

C. Contractor has represented to Authority that Contractor has the necessary skill and expertise to perform the Work.

D. The Parties wish to enter into this Agreement to memorialize their agreement as to the specific requirements regarding the renovation and modernization project at the Property.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1
PURPOSE; DEFINITIONS

Section 1.1 Purpose.

The purpose of this Agreement is to authorize Contractor to take actions necessary to perform the Work on the Property. Contractor hereby agrees to perform the Work in compliance with the terms and conditions of this Agreement, within the time periods provided by the Schedule, and for the costs set forth on the Contractor Schedule of Values.

Section 1.2 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.2 wherever used in this Agreement, unless otherwise provided:

(a) "Acceptance Certificate" shall have the meaning set forth in Section 2.9(b) of this Agreement.

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(b) "Agreement" shall mean this Construction Services Agreement and all exhibits.

(c) "Application for Payment" shall have the meaning set forth in Section 3.3(b) of this Agreement.

(d) "Authority" shall mean the Housing Authority of the City of Alameda, a public body, corporate and politic, its successors and assigns.

(e) "Change Order" shall have the meaning set forth in Section 2.11 of this Agreement.

(f) "City" shall mean the City of Alameda, California.

(g) "Contract Documents" shall mean this Agreement (including all exhibits attached hereto), the General Conditions, and the Plans.

(h) "Contracting Officer" shall have the meaning set forth in Section 5.7 of this Agreement.

(i) "Contractor" shall mean, Restoration Management Company., a California

S Corporation.

(j) . (k)"Contract Sum" shall have the meaning set forth in Section 3.1(a) of

this Agreement

.

(l) "Contract Time" shall have the meaning set forth in Section 2.9(b) of this Agreement.

(m) "Cost of the Work" shall mean the costs and expenses incurred by, or on behalf of, Contractor in connection with the performance of the Work, as more particularly described in Section 3.1 of this Agreement.

(n) "DIR" shall mean the State of California Department of Industrial Relations.

(o)"Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

(p) "General Conditions" shall mean Form HUD-5370 (11/20/2023), General Conditions for Construction Contract, attached to this Agreement as Exhibit E.

(q) "Guaranteed Maximum Price" shall have the meaning set forth in Section 3.1(a) of this Agreement.

(r) "HUD" shall mean the United States Department of Housing and Urban Development.

(s) "Notice to Proceed" shall mean the notice to be issued by Authority to Contractor to establish the date for the commencement of the Work.

(t) "Parties" shall mean, collectively, Authority and Contractor.

(u) "Party" shall mean either Authority or Contractor.

(v) "Plans" shall mean the plans and specifications as set forth on Exhibit D.

(w) "Potential Claimants" shall have the meaning set forth in Section 3.4(a)(iii) of this Agreement.

(x) "Property" shall mean the real property located in the City of Alameda commonly known as Independence Plaza, 711 Atlantic Avenue, Alameda, Ca. 94501., owned by Authority, on which Contractor shall perform the Work.

(y) "Residential Tenants" shall have the meaning set forth in Section 2.7(a)(i) of this Agreement.

(z) "Retention Amount" shall have the meaning set forth in Section 3.3(a) of this Agreement.

(aa) RESERVED

(bb) "Schedule" shall mean the schedule for performance of the Work, attached to this Agreement as Exhibit K, as the Parties may revise from time to time, pursuant to a Change Order.

(cc) "Section 3" shall mean Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations at 24 CFR Part 75.

(dd) "Section 3 Certification" shall mean Contractor's certification regarding Section 3 compliance, a form of which is attached to this Agreement as Exhibit I.

(ee) "Section 3 Policy" shall mean Authority's policy for complying with Section 3, attached to this Agreement as Exhibit I.

(ff) "Subcontractor" shall mean any subcontractor under direct contract with Contractor as more particularly described in Section 2.4(a) of this Agreement.

(gg) "Substantial Completion" shall mean the stage in the progress of the Work where the work is sufficiently complete in accordance with this Agreement and all other Contract Documents so that the work may be utilized for its intended use as evidenced by the Acceptance Certificate.

(hh) "Work" shall mean, collectively: (i) Furnish and Install material and labor to upgrade the existing stair structures, more particularly, as set forth in Exhibit A, and as set forth on the Plans; and (ii) all other construction and services required by the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents (including all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations).

Section 1.3 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Scope of Work

Exhibit B: List of Subcontractors

Exhibit C: Contractor Schedule of Values; Qualifications and Exclusions

Exhibit D: List of Plans

Exhibit E: General Conditions for Construction Contract (Form HUD-5370)

Exhibit F: Insurance Requirements

Exhibit G: Davis Bacon Wage Rates

Exhibit H: AHA Section 3 Policy

Exhibit I: Section 3 Certification

Exhibit J: Notice for Affirmative Action to Ensure Equal Employment Opportunity under Executive Order 11246, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications

Exhibit K: Schedule

Exhibit L: Reserved

ARTICLE 2
CONSTRUCTION SERVICES

Section 2.1 Scope of Work.

Contractor shall perform the Work as set forth in the Plans provided to Contractor by Authority.

Section 2.2 Responsibility for Performance of the Work.

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(a) Contractor Responsibilities. Contractor shall manage all activities associated with the performance of the Work in accordance with this Agreement, including, but not limited to, the following activities:

(i) In addition to the other requirements set forth herein, Contractor shall employ a full-time superintendent to be on the jobsite at all times during the progress of the Work. The superintendent shall represent Contractor, and communications given to the superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Authority shall have the right to approve the superintendent. If Contractor removes the superintendent, Authority shall have the right to approve the replacement superintendent, which shall not be unreasonably denied.

(ii) Contractor shall conduct weekly job site meeting with Authority's representative to keep Authority informed of the progress of the Work. Contractor shall provide Authority copies of minutes of any job site meetings.

(iii) Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement.

(iv) Subject to Authority's obligation to disburse funds set forth in Section 3.3(c) of this Agreement, Contractor shall make, or cause to be made, payment of all monies due and legally owing to all persons doing any work, furnishing any materials or supplies, or renting any equipment to Contractor or any of its Subcontractors in connection with performance of the Work, within ten (10) calendar days following receipt of payment from Authority.

Initial DG

(v) Contractor shall be responsible to Authority, to the fullest extent of its and their proportionate liability, for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its Subcontractors and for any damages, losses, costs, expenses, including but not limited to attorneys' fees resulting from such acts and omissions. In accordance with Section 1810 of the California Labor Code, Contractor acknowledges that eight (8) hours of labor constitutes a legal day's work.

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In no event shall Contractor contract with any party which has been debarred or suspended by HUD under 29 CFR 5.12 or by the State of California's Department of Industrial Relations, Division of Labor Standards Enforcement (DLSE). A current list of individuals the DLSE is available at https://www.dir.ca.gov/dlse/debar.html.

(b) Use of Site. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Property by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Property. Contractor shall take reasonable precautions and measures to protect materials and equipment stored at the Property from weather, theft, and damage, and Contractor shall be solely liable for any loss or damage to such materials and equipment. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all

adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such manner that public areas adjacent to the Property of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

Section 2.3 Contractor Representations and Warranties.

(a) Representations and Warranties. Contractor represents and warrants the following to Authority (in addition to any other representations and warranties contained in this Agreement) as a material inducement to Authority to execute this Agreement:

(i) Contractor, and to the best of Contractor's knowledge, its Subcontractors, are financially solvent, able to pay all debts as they mature, and possess sufficient working capital to complete the Work and perform all obligations hereunder;

(ii) Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor itself or through its Subcontractors required to complete the Work and perform its obligations hereunder, and has sufficient experience and competence to do so;

(iii) Contractor is authorized to do business in the State of California and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over Contractor and over the Work. Contractor's license number is; #765595.

(iv) Contractor's execution of this Agreement and performance thereof is within Contractor's duly authorized powers;

(v) Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular project, and will perform the Work with the care, skill, and diligence of such a contractor;

(vi) Except as disclosed to Authority in writing, there are no claims, actions, investigations, suits, or proceedings pending affecting Contractor's performance under the Contract Documents; and

(vii) All financial information delivered to Authority, including all information relating to the financial condition of Contractor or any of its partners, joint venturers, or members (as applicable), fairly and accurately represents the financial condition being reported on as of its date. All such information is prepared in accordance with generally accepted accounting principles consistently applied, unless otherwise noted. There has been no material adverse change in the financial condition of any of the persons described above-reported at any time to Authority, except as previously disclosed to Authority in writing in later financial information and found acceptable to Authority in its sole and absolute discretion.

(b) Survival. The foregoing representations and warranties shall survive the execution and delivery of this Agreement and any termination of this Agreement.

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Section 2.4 Subcontractors.

(a) List of Subcontractors. Contractor's list of approved Subcontractors for the performance of the Work, and each of the Subcontractor's license numbers, is set forth on Exhibit B. In the event Contractor desires to replace any Subcontractor pursuant to Section 4107 of the California Public Contract Code, then Contractor shall notify Authority in writing, and, Authority shall then follow the process set forth in Section 4107(a) of the California Public Contract Code. Thereafter, if requested by Authority in writing, Contractor shall provide Authority with a draft copy of its form subcontract, and disclose to Authority the name, trade, and subcontract amounts for each subcontractor prior to the proposed subcontractor's performance of any portion of the Work. Subcontractors shall have the required licenses and expertise necessary to perform the proposed subcontract work. Authority will promptly reply to Contractor in writing stating whether or not Authority, after due investigation, has reasonable objection to any such proposed person or entity. Provided Authority has not objected to the proposed subcontractor, such person or entity shall be deemed a "Subcontractor." Contractor shall not contract with a proposed person or entity to whom Authority has made reasonable and timely objection, or an entity that has been debarred by the DIR. If any contract between Contractor and a Subcontractor is materially altered so that it differs from the form subcontract provided to Authority with regard to terms other than (1) the description of the Work to be performed pursuant to the subcontract, and (2) the subcontract price, that subcontract shall be submitted to Authority for its review prior to the commencement of applicable portion of the Work.

(b) Subcontracts. By appropriate agreement Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Contractor by terms of this Agreement and to assume toward Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which Contractor, by this Agreement, assumes toward Authority. Each subcontract shall, among other matters: (i) require that the work be performed in accordance with the requirements of this Agreement; (ii) require the Subcontractor to carry and maintain liability insurance in accordance with this Agreement; and, (iii) shall specifically provide that Authority is an intended third-party beneficiary of such subcontract and that the Subcontractor recognizes the rights of Authority to take an assignment of its subcontract after termination of this Agreement by Authority on default of Contractor.

Section 2.5 Payment and Performance Bonds.

Prior to commencement of the Work, Contractor shall deliver to Authority copies of labor and material (payment) bonds and performance (general contractor bond) bonds for the Work in an amount equal to one hundred percent (100%) of the scheduled costs of the Work. Said bonds shall comply with the requirements of Section 9550 et seq. of the California Civil Code and shall be issued by an insurance company which is licensed to do business in California and has a rating equivalent to AAA or AA+ by an insurance company listed in the current year's list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and for amounts which are not in excess of the acceptable amount set forth on such list for the respective surety. The bonds shall name Authority as a co-obligee or assignee.

Section 2.6 Right of Entry; Job Site Facilities.

(a) Right of Entry. Authority hereby grants Contractor a right to enter the Property for the purpose of performing the Work. This right of entry may be exercised by Contractor, and its employees, agents, and Subcontractors. This right of entry will terminate upon the sooner to occur of: (i) completion of the Work; or (ii) the occurrence of an event of default under this Agreement.

(b) No Liens. Contractor and all Subcontractors and all material suppliers are prohibited from placing any liens on the Property; provided, however nothing in this Section 2.6(b) shall be deemed to prohibit the filing of a stop notice.

(c) Signs. Subject to prior approval of Authority as to size, design, type and location, and to local regulations, Contractor and its Subcontractors may erect temporary signs for purposes of identification and, to the extent applicable, controlling traffic. Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property. Contractor shall comply with all applicable CAL OSHA standards.

(d) Job Site Facilities. In addition to the requirements set forth in Section 17 of the General Conditions, Contractor may provide a jobsite trailer and portable sanitary facilities. This office will be located so as to cause no interference to any Work to be performed on the Property. Contractor shall consult with Authority with regard to location. Unless otherwise agreed to by the Parties, upon completion of the Work, Contractor shall remove all such temporary structures and facilities from the Property. On-site storage will be permitted, as a convenience to Contractor, in areas designated by Authority for such purposes. Contractor shall take reasonable security measures to protect against theft and vandalism. Contractor is responsible for Contractor owned tools and equipment. Except for damage due to Contractor's negligence or willful misconduct, damage or vandalism to the Improvements, products at the Property, in storage or in transit shall be covered by the builder's risk policy, described in Section 7.19 of this Agreement. Contractor may, at its option and expense, rent off-site facilities for the storage and securing of its materials.

Section 2.7 Safety Precautions and Programs.

(a) Contractor Responsibility. In addition to the requirements set forth in Section 13 of the General Conditions, Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and for providing safe conditions for the performance of the Work. Authority shall have no liability or responsibility for the physical condition or safety of the site, or any improvements made by Contractor and located on the Property until acceptance of the Work by Authority as evidenced by the Acceptance Certificate more particularly described in Section 2.9(b) of this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(i) employees at the Property and other persons who may be affected thereby, including, but not limited to the tenants of the residential units located at the Property (collectively, the "Residential Tenants");

(ii) the materials and equipment to be used in connection with the performance of the Work, whether in storage on or off the site, under care, custody or control of Contractor or Contractor's Subcontractors or sub-subcontractors; and

(iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

(b) Residential Tenants. Contractor acknowledges that the Residential Tenants shall be occupying the portions of the Property above the portions of the Property where the Work will be performed. Contractor shall take all reasonable precautions to ensure that the Work is performed in such a manner so as not to endanger, threaten, or impair the safety of Residential Tenants or their guests and invitees, and shall construct and maintain reasonable safeguards as required by the condition and progress of the Work. Contractor shall take all reasonably available efforts to eliminate unnecessary noise, dust, or obstructions during the performance of the Work.

(c) Utilities. In the event that the performance of the Work requires existing utilities (including, but not limited to, water, heat, electricity, or telecommunications) to be shut-off, then Contractor shall not cause such utilities to be shut off until: (i) Contractor has notified Authority of such requirement, and (ii) Authority has notified the Residential Tenants of such requirement in accordance with the Residential Tenants' leases. In such event Contractor shall use commercially reasonable efforts to minimize the time period that any utility serving the Property is shut-off.

(d) Notices. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(e) Explosives. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for performance of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Contractor shall also give Authority reasonable advance notice.

(f) Damage. Contractor shall promptly remedy damage and loss to property referred to in Sections 2.7(a)(ii) and (iii) above, to the extent caused by Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Contractor is responsible under Sections 2.7(a)(ii) and (iii), except damage or loss attributable to acts or omissions of Authority and not attributable to the fault or negligence of Contractor.

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(g) No Overloading. Contractor shall not load or permit any part of the Work or site to be loaded so as to endanger its safety.

(h) Suspension. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and protect the Improvements, as necessary, from injury by any cause, including, but not limited to rain or other weather conditions.

(i) Notice to Authority. Contractor shall promptly report in writing to Authority all accidents arising out of or in connection with the Work that caused death, serious personal injury, or serious property damage (other than the demolition of any existing improvements on the Property as set forth in the Plans), giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to Authority.

Section 2.8 Conditions Precedent to Commencement of the Work.

(a) Conditions. Contractor shall cause the commencement of Work by no later than the date set forth in a Notice to Proceed issued by Authority; provided, however, Authority shall not be under any obligation to issue a Notice to Proceed until satisfaction of the following conditions precedent:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(ii) Contractor has furnished Authority with evidence of the bonds meeting the requirements of Section 2.5 of this Agreement.

(iii) Contractor has executed and delivered to Authority all documents, instruments, and policies required by Authority pursuant to this Agreement.

(iv) Contractor has furnished Authority with evidence of the insurance coverage meeting the requirements of Section 2.19 of this Agreement.

(v) Contractor has secured all necessary permits, fees and licenses as set forth in Section 2.12(a) of this Agreement.

(b) Termination. If Contractor has not satisfied the conditions precedent set forth in this Section 2.8 by the earlier of: (i) the date set forth in the Notice to Proceed; or (ii) July 1, 2026, then such failure shall constitute a default as set forth in Section 4.2 of this Agreement, and Authority may, in its sole discretion, terminate this Agreement. In the event of such termination neither Party shall have any continuing liability or obligations except for continuing indemnities provided elsewhere in this Agreement and subject to Section 2.14 payment for value of work completed prior to termination. In the event of such termination, the Parties agree and acknowledge that, for the avoidance of doubt, Section 34 of the General Conditions shall not apply.

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Section 2.9 Completion of the Work.

(a) Compliance with Schedule. Contractor shall perform the Work in strict accordance with the Schedule submitted to and accepted by Authority. Contractor shall have the sole and exclusive responsibility for completing the Work according to the Schedule. Failure to materially comply with the Schedule shall be considered a breach of this Agreement. Any proposed revisions to the Schedule which would affect Contract Time shall be submitted by Contractor pursuant to the Change Order procedure set forth in Section 2.11 of this Agreement. If Authority reasonably determines that the performance of the Work has not materially reached the level of completion set forth in the Schedule or the Contract Documents (taking into account any corrective schedule action(s) proposed by Contractor including, but not limited to, resequencing tasks or lags to obtain compliance with the Schedule), then Authority shall have the right to require Contractor to take all measures necessary to expedite the Work in order to materially comply with the Schedule including, but not limited to, working additional shifts or overtime, supplying additional labor, equipment, facilities, and other similar measures. Authority's right to require such measures is solely for the purpose of ensuring Contractor's compliance with the Schedule. Contractor shall not be entitled to an adjustment in the Contract Sum in connection with such measures required by Authority. Authority may exercise the rights furnished in this Section 2.9(a) as frequently as Authority deems necessary to ensure that Contractor's performance of the Work will comply with the Contract Time.

(b) Acceptance Certificate. Subject to Section 32(b) of the General Conditions, Contractor shall diligently prosecute the Work to completion, and shall cause the Substantial Completion of the Work as set forth in the Schedule, and within the time period established in Section 25 of the General Conditions (the "Contract Time"). Upon Substantial Completion of the Work Contractor shall submit to Authority a certification from Architect stating that the Work has been completed in accordance with the Plans. Upon (1) submission of Architect's certification, (2) inspection by Authority and a determination by Authority in its reasonable discretion Contractor has reached Substantial Completion in compliance with this Agreement, and (3) at Authority's discretion, completion of an independent cost certification of the work to be prepared and paid for by Authority, Authority shall certify in writing that the Work is substantially complete by executing and recording against the Property a notice of completion and acceptance of work (the "Acceptance Certificate").

Section 2.10 Delay and Extension of Time.

(a) Delay. Except as set forth below, the occurrence of events that delay the Work shall not excuse Contractor from achieving Substantial Completion within the Contract Time. The Contract Time may be extended by Change Order for each calendar day Contractor is delayed in the commencement or progress of the Work provided that Contractor demonstrates that the following conditions have been met:

(i) At the time the event causing the delay commences, no event of default (as described in Section 4.2 of this Agreement) exists;

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(ii) Contractor demonstrates that the delay will have a material adverse impact on the critical path of the then current Schedule;

(iii) The delay is not caused by Contractor;

(iv) The delay could not be (or have been) limited or avoided by Contractor's timely notice to Authority of the delay or reasonable likelihood that the delay would occur;

(v) The delay is for a duration of more than one calendar day; and

(vi) The delay is caused by one, or more, of the events or conditions set forth in Section 32(b)(1) of the General Conditions.

(b) Change Order. Provided that such conditions set forth above are satisfied, the Contract Time may be extended by Change Order as set forth in Section 2.11 of this Agreement.

Section 2.11 Change Orders.

Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement by Change Order, subject to the limitations stated in Section 29 of the General Conditions (each, a "Change Order"). Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time (if any). Contractor shall use the AIA Change Order form, or other form of change order reasonably acceptable to Authority, and shall report requests for Change Orders and Change Order status monthly.

Section 2.12 Work Pursuant to Permits, Plans and Laws.

(a) Permits. In accordance with Section 12(b) of the General Conditions, Contractor shall obtain, and pay all costs for, all applicable permits, licenses, and authorizations necessary for the Work. The Work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction over the Work.

(b) Plans and Laws. Contractor shall cause all the Work performed in connection with this Agreement to be performed in compliance with: (i) the Plans, as approved by the City Building Department, and all governmental approvals and permits; (ii) all applicable laws, ordinances, rules and regulations of federal, state, or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and where applicable) prevailing wage provisions of the federal Davis-Bacon Act (as further set forth in Section 46 of the General Conditions), and its implementing rules and regulations, and the prevailing wage provisions of the Section 1720, et seq. of the California Labor Code; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. In accordance with Section 1104 of the California Public Contract Code, Contractor shall review the Contract Documents, and, in the event Contractor discovers any error or omission in the Contract Documents with applicable codes, then Contractor shall promptly notify Authority of such error or omission.

(c) Davis-Bacon Wages and California Prevailing Wages; Payroll Compliance.

(i) The applicable Davis Bacon wage rates are attached to this Agreement as Exhibit G. A copy of the wage decision and any additional classifications shall be posted by Contractor at the Property in a prominent place readily accessible to the workers. Contractor shall and shall cause Subcontractors to pay the higher of: (1) the wages set forth in Exhibit G; or (2) prevailing wages in the performance of the Work as those wages are determined pursuant to Sections 1720 et seq. of the California Labor Code. Regardless of the payment of wages set forth in Exhibit G or pursuant to Sections 1720 et seq. of the California Labor Code, Contractor shall, and shall cause any Subcontractors to: (A) employ apprentices as required by Sections 1777.5 et seq. of the California Labor Code, and the implementing regulations of the DIR, and to comply with the other applicable provisions of Sections 1720 et seq. and Sections 1777.5 et seq. of the California Labor Code, and implementing regulations of the DIR; (B) keep and retain, and shall cause any Subcontractor to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Sections 1720 et seq. of the California Labor Code, and apprentices have been employed are required by Sections 1777.5 et seq. of the California Labor Code; (C) post at the Property the applicable prevailing rates of per diem wages (Copies of the currently applicable current per diem prevailing wages are available from the DIR); (D) register, and cause the Subcontractors rehabilitating the Property to be registered as set forth in Sections 1725.5 of the California Labor Code; (E) cause its Subcontractors, in all calls for bids, bidding materials and subcontract documents to specify that: (i) no subcontractor may be listed on a bid proposal nor be awarded a contract unless registered with the DIR pursuant to Sections 1725.5 of the California Labor Code; and (ii) the Work is subject to compliance monitoring and enforcement by the DIR; (F) provide Authority all information required by Sections 1773.3 of the California Labor Code, as set forth in the DIR's online form PWC-100 within two (2) calendar days after the Effective Date ; (G) post, or cause its Subcontractors to post job site notices, as prescribed by regulation by the DIR; and (H) cause its Subcontractors to furnish payroll records required by Sections 1776 of the California Labor Code directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(ii) Each Subcontractor and any lower tier subcontractor shall submit through Contractor to Authority weekly certified payrolls for each work week from the time work is started until the Work is completed setting forth, among other things, that each worker has been paid in accordance with Section 2.12(c)(i) of this Agreement. Weekly payrolls shall be completed and submitted promptly to Authority, preferably no later than seven (7) working days following completion of the work week. Monthly progress payments will not be released until all payroll reports are up to date. All workers are to be paid not less than once per week.

(d) Department of Labor Notification. Within ten (10) calendar days of contract award (including subcontracts) for each contract of Ten Thousand and No/100ths Dollars ($10,000.00) or more, Authority is required to send a notice of contract award to the Regional Office of Federal Contract Compliance Programs of the Department of Labor. This notification is required by Executive Order 11246, as amended, and shall include the name, address, and telephone number of the contractor/subcontractor; the employer identification number; the dollar amount of the contract; the estimated start and completion dates; and the project number(s) and community in

which the project(s) is located. The above information shall be submitted to Authority, by Contractor, within two (2) working days of receipt of such information as applies to subcontractors.

Section 2.13 Authority's Right to Stop the Work.

If Contractor fails to correct defective work as required by Article 23 of the General Conditions or fails to carry out the Work in accordance with the Contract Documents, Authority by a written order signed by the Contracting Officer, may order Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated.

Section 2.14 Authority's Right to Carry Out the Work.

If Contractor defaults or neglects to carry out the work in accordance with this Agreement and fails within seven (7) calendar days after receipt of written notice from Authority to commence and continue correction of such defects or neglect with diligence and promptness, Authority may, after seven (7) calendar days following receipt by Contractor of an additional written notice and without prejudice to any other remedy Authority may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued, deducting from the payments then or thereafter due Contractor, the cost of correcting such deficiencies, including compensation for Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Authority.

Section 2.15 Section 3 Compliance.

Contractor shall comply with Sections 38, 39, and 40 of the General Conditions regarding Section 3 and the requirements set forth in AHA Section 3 Policy.

Section 2.16 Equal Opportunity.

Contractor, for itself and its successors and assigns, and transferees agrees that in the performance of the Work it shall comply with the requirements of Section 39 of the General Conditions regarding Equal Employment Opportunity.

Section 2.17 Minority and Women-Owned Business Participation.

Attached to this Agreement as Exhibit J is the Notice for Affirmative Action to Ensure Equal Employment Opportunity under Executive Order 11246, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications. It is the policy of Authority to take positive steps to maximize the utilization of minority and women business enterprises in all contract activity administered by Authority.

Section 2.18 Hazardous Materials.

(a) Contractor Responsibility. Contractor shall not permit any hazardous material or substance to be brought to, or used on, the Property except to the extent such hazardous material or substance is necessary to and customarily used in projects like the Work. Any hazardous material or

substance brought or used on the Property by Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, shall be used, stored and disposed of in compliance with all applicable laws related to such hazardous materials or substances. Any damage to the Property and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or Contractor's Subcontractors or sub-subcontractors; and other property at the Property or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work, resulting from the improper storage or use of hazardous materials or substances, shall be remedied by Contractor at its sole cost and expense in accordance with applicable laws. Contractor shall provide Authority notice of any release of hazardous materials or substances at the Property. In no event, however, shall Authority have any responsibility for any substance or material that is brought to the Property by Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. Contractor agrees not to import any fill that are hazardous, toxic or made up of any items that are hazardous or toxic.

(b) Compliance with Laws. If Contractor's scope of work includes the off-haul or contaminated soil, hazardous materials (including asbestos) remediation, or mold remediation, then Contractor shall comply with the requirements of all applicable federal, state and local laws, and any environmental reports provided to Contractor by Authority, in the removal, transportation and disposal of the materials. Contractor shall obtain all necessary permits for any contaminated soil or hazardous materials or mold removal work. Contractor shall ensure that any Subcontractor performing any removal or remediation work possesses the necessary expertise, insurance and licenses. All contaminated and hazardous material shall be transported to an appropriately permitted facility. Contractor shall and shall cause any Subcontractors performing the removal and remediation work to take all necessary safety precautions during the performance of the Work including but not limited to necessary protection of surrounding areas to prevent the spread of contamination, and the protection of workers performing the removal and remediation work.

(c) Stop Work. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to polychlorinated biphenyl (PCB), but specifically excluding lead paint and asbestos (which remediation is contemplated as part of the Work), encountered on the Property by Contractor, Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to Authority in writing.

(d) Rendered Harmless. In the event hazardous materials or substances are found to be present, then Contractor shall take such actions necessary to render such materials or substances harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of Authority and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished pursuant to a Change Order; provided, however, Authority shall have no obligation to execute a Change Order for: (i) any hazardous materials or substances that were previously disclosed to Contractor, prior to the Effective Date; (ii) any condition that does not differ materially

from those conditions disclosed to Contractor; or (iii) any hazardous materials or condition known by Contractor.

Section 2.19 Insurance Requirements.

Contractor shall, and shall cause any Subcontractors performing any portion of the Work to maintain insurance of the types described in Exhibit F. The requirements set forth in Exhibit F supersede those set forth in Section 36 of the General Conditions.

Section 2.20 Contractor's Obligations regarding Mechanic's Liens and Stop Notices.

(a) Contractor's Obligation to Maintain Lien-Free Title. Provided that Authority has made payment of undisputed sums due and payable in accordance with this Agreement, if any claim of mechanic's lien or stop notice is filed or made against the real property in connection with the Work, Contractor shall: (i) immediately pay and fully discharge the mechanic's lien or stop notice claim; (ii) commence a civil action pursuant to Sections 9350 et seq. of the California Civil Code, for the summary determination of the mechanic's lien or stop notice; or (iii) may deliver to Authority a release of lien or stop notice by surety bond in a legally sufficient form and amount to discharge the mechanic's lien or stop notice. Contractor shall provide whatever documentation, deposits or surety is reasonably required by the title insurance company providing title insurance on the Work in order to obtain lien-free endorsements prior to Authority's payment of any payment, including any progress payment. If Contractor fails to promptly provide the documentation, deposits, records of payment or surety bonds required by this Section 2.20(a), Authority may: (1) obtain any deposits or surety; or (2) make payments to claimants against the Work, Contractor, Authority, in good faith, as reasonably required to release the mechanic's lien or stop notice claim. Authority may withhold the cost of obtaining such deposits or surety or of making such payments from any payment that would otherwise be due to Contractor. Failure of Authority to withhold any or part of any payment pursuant to this Section 2.20(a) shall not be a waiver of any right of Authority under the Contract. Withholding of any payment or part of any payment by Authority pursuant to this Section 2.20(a) shall not be a breach of this Agreement.

(b) Withholding of Payments Due to Claims of Subcontractors. Provided that Authority has made payment of undisputed sums due and payable in accordance with this Agreement, if any subcontractor, material supplier to the Work, or lower tier subcontractor or material supplier files or serves any claim or lien, stop notice, common count or other demand for payment against Authority, or the real property of the Work, Authority may either (1) withhold from any progress payment or other payment an amount up to one hundred fifty percent (150%) of the amount necessary to satisfy the claim, stop notice, common count, or other demand for payment, including all anticipated costs and fees related to the defense of such claim, including but not limited to attorneys' fees, or (2) release the progress payment or other payment. Failure of Authority to withhold any or part of a progress payment pursuant to this Section 2.20(b) shall not be a waiver of any right of Authority under this Agreement. Withholding of any payment by Authority pursuant to this Section 2.20(b) shall not be a breach of this Agreement.

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ARTICLE 3
PAYMENT AND RECORD KEEPING REQUIREMENTS

Section 3.1 Contract Sum; Guaranteed Maximum Price.

(a) Contract Sum. Authority shall pay Contractor the Contract Sum in current funds for Contractor's performance of the Work. The "Contract Sum" is the Cost of the Work as defined in this Article 3, plus the Contractor's Fee. The Contract Sum is based on Contractor's Schedule of Values, attached as Exhibit C to this Agreement and incorporated herein. Contractor's Schedule of Values sets forth that the Contract Sum shall not exceed Two Hundred Nineteen Thousand Five Hundred Seventy and 31/100ths Dollars ($219,570.31) (the "Guaranteed Maximum Price"), subject to any change order approved in writing by Authority in accordance with this Agreement.

(b) Contractor's Actual Costs. Costs as defined herein shall be actual costs paid by Contractor. All payments made by Authority pursuant to this Article 3, whether those payments are actually made before or after the Effective Date, are included within the Guaranteed Maximum Price; provided, however, that in no event shall Authority be required to reimburse Contractor for any portion of the Cost of the Work incurred prior to the issuance of the Notice to Proceed unless Contractor has received Authority's written consent prior to incurring such cost.

(c) No Duplication of Payment. Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 3 or elsewhere, there shall be no duplication of payment in the event any particular items for which payment is requested can be characterized as falling into more than one of the types of compensable or reimbursable categories.

Section 3.2 Conditions Precedent to Disbursement of Funds for the Work.

Authority shall not be obligated to make any payment to Contractor or take any other action under this Agreement unless the following conditions are satisfied prior to each such disbursement:

(a) No Default. There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(b) Payroll. Authority has received all payroll information required pursuant to Section 2.12(c) of this Agreement; provided, however, Authority shall withhold from any payment an amount proportionate to, or otherwise equal to, the missing payroll information. Authority shall not withhold the full amount of payment due solely to Contractor's failure to deliver complete payroll information.

(c) Approved Application for Payment. Authority has received, and approved, the Application for Payment in the form set forth in Section 3.3 of this Agreement.

(d) Lien Releases. If requested by Authority, Contractor has provided Authority with waiver and releases from all contractors, Subcontractors, and material persons in such form as is acceptable to Authority including conditional waivers from all persons for whose work in the preceding month payment is sought, and unconditional waiver and releases from all persons for

whose work payment has been made by Authority (or bonded around by Contractor in the event of a dispute between Contractor and a Subcontractor) in response to Contractor's Application for Payment.

Section 3.3 Application for Payment Process.

(a) Submittal of Application for Payment. Authority shall provide payment to Contractor for the performance of the Work based upon a monthly Application for Payment from Contractor, and approved by Authority, in an amount equal to ninety-five percent (95.00%) of the requested payment amount, and shall retain the balance for payment in accordance with Section 3.4 of this Agreement (the "Retention Amount"), all subject to the requirements set forth in Section 27 of the General Conditions. In the event Authority disapproves a monthly Application for Payment, then Authority shall deliver a written notice of disapproval within seven (7) calendar days after Authority's receipt of the Application for Payment.

(b) Form of Application for Payment. In addition to the requirements set forth in Section 27 of the General Conditions (including Contractors certification requirement), each of Contractor's application for payment (an "Application for Payment") shall: (i) set forth the proposed use of funds consistent with the Contractor Schedule of Values, including the Cost of the Work to be funded; (ii) contain sufficient detail and with sufficient supporting documentation to permit Authority to confirm that the work to be funded by the draw request has been performed, and that Authority may accept such work in accordance with the guidelines established by HUD to the extent applicable; and (iii) be set forth on the AIA form for application of payment, or such other form mutually acceptable to the Parties.

(c) Payment by Authority. Authority shall pay each approved Application for Payment within thirty (30) calendar days after receipt. Notwithstanding any provision of this Agreement to the contrary, including but not limited to Section 27 of the General Conditions, if Authority fails to pay an approved Application for Payment within thirty (30) calendar days after receipt of an undisputed and properly submitted Application for Payment from Contractor, then Authority shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. Contractor and Authority agree and acknowledge that this provision constitutes a summary of Section 20104.50 of the California Public Contract Code.

Section 3.4 Conditions Precedent to Release of Retention Amount.

(a) Conditions Precedent. Authority shall not be obligated to make the disbursements of the Retention Amount or take any other action under this Agreement unless the following conditions are satisfied prior to such disbursement:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(ii) All labor has been performed in a good workperson-like manner consistent with this Agreement.

(iii) To the maximum extent permitted by law, all persons, firms and corporations, including all laborers, material persons, suppliers and Subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the Work, (the "Potential Claimants"), have been paid or will be paid in full out of the remaining retained percentage; and those persons, firms and corporations have submitted their final statements with an unconditional waiver and release upon final payment. Contractor shall make these waivers available for inspection by Authority. In the event a dispute has arisen between Contractor and one of the parties listed above which prevents Contractor from obtaining the waiver of rights from that party, Contractor may satisfy the requirements of this Section 3.4(a)(iii) by supplying a payment bond issued by a surety licensed to do business in the State of California and acceptable to Authority to remove the effect of any claim against the Property and agree to defend and indemnify Authority against all actions filed by persons who have supplied materials to or performed work for or in connection with this Agreement.

(iv) All portions of the Work (that are the responsibility of Contractor) requiring inspection by any governmental authority have been inspected and approved by such authority and all requisite certificates of occupancy, approvals, licenses and permits (if applicable) that are the responsibility of Contractor, have been issued.

(v) To the extent applicable, Authority has received operating manuals and assignments of warranties from the Contractor, all Subcontractors and material persons.

(vi) Thirty (30) calendar days have elapsed from Authority's recordation of the Acceptance Certificate.

(vii) If requested by Authority, Contractor has delivered to Authority a final accounting of the actual Cost of the Work, and the Savings, if any, and/or Authority's accountant has completed a cost certification for the Work.

(viii) All items on the punch-list related to the Work have been completed and accepted by Authority, and Authority has issued an Acceptance Certificate pursuant to Section 2.9 of this Agreement and Section 20 of the General Conditions.

(b) Early Release. Notwithstanding the above, a portion of the Retention Amount may be released to certain Potential Claimants performing work early in the Schedule subject to the approval of Authority, in its sole discretion, prior to satisfaction of all conditions set forth in this Section 3.4 of this Agreement if such Potential Claimant has: (i) fully performed all portions of the Work to be performed by such Potential Claimant; (ii) delivered to Contractor, or to Authority, all applicable operating manuals and assignments of warranties, and other documentation reasonably requested by Authority in connection with such Potential Claimant's work; and (iii) provided Authority unconditional releases for all amounts owed to the Potential Claimant.

Section 3.5 Assignment of Claims by Contractor.

In accordance with Section 7103.5 of the California Public Contract Code, Contractor and/or Subcontractor(s), if any, hereby assign to Authority all rights, title, and interest in and to all causes

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of action each may have under Section 4 of the Clayton Act (15 U.S.C. Section 15), as my be amended, or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the California Business and Professions Code) as may be amended, arising from purchases of goods, services, or materials pursuant to this Agreement or the applicable subcontract. This assignment shall be made and become effective at the time Authority tenders final payment to Contractor (or final payment is tendered to the applicable Subcontractor), in accordance with this Agreement, without further acknowledgement, or action, by the Parties. Such assignment shall survive the expiration or termination of this Agreement.

Section 3.6 Information.

Contractor shall provide any information reasonably requested by Authority in connection with the performance of the Work, including (but not limited to) any information required by HUD.

ARTICLE 4
TERM; DEFAULT; REMEDIES

Section 4.1 Term.

The term of this Agreement shall extend from the Effective Date until the earlier of: (a) termination following an uncured default under this Agreement; or (b) Authority's written acceptance of the Work as completed through the issuance of an Acceptance Certificate; provided, however the indemnification and warranty provisions set forth in this Agreement and/or the General Conditions shall survive the expiration of the term.

Section 4.2 Events of Default by Contractor.

(a) Events of Default. Contractor shall be in default under this Agreement, if Contractor, after five (5) calendar days' notice and opportunity to cure:

(i) subject to Section 32(b) of the General Conditions, refuses or fails to prosecute the Work, or any separable part of it, with the diligence that will ensure its Substantial Completion within the Contract Time, or fails to complete the Work within this time;

(ii) is adjudged bankrupt or there is a general assignment for the benefit of creditors or the appointment of a receiver due to insolvency;

(iii) refuses or fails to supply sufficient skilled workers or materials;

(iv) repeatedly fails to make prompt payment to Subcontractors for materials or labor;

(v) repeatedly or materially disregards the applicable laws, local ordinances, or Authority instructions; or

(vi) is in substantial breach of any provision of this Agreement.

(b) Remedies. Following such default by Contractor, Authority shall have the right to pursue all of the remedies set forth in Section 4.3 of this Agreement; provided, however, in the event of default under Section 4.2(a)(i) of this Agreement, Authority shall enforce the remedy set forth in Section 4.3(d) of this Agreement, solely in connection with Contractor's failure to timely complete the Work.

Section 4.3 Remedies.

(a) Authority's Rights. The occurrence of any default by Contractor set forth in Section 4.2 of this Agreement, shall give Authority the right to take whatever action at law or in equity as may appear reasonably necessary to enforce performance or observance of any obligations, agreements, or covenants under this Agreement, including without limitation: (i) termination of this Agreement, (ii) without liability, taking possession of the Property and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor; (iii) acceptance of assignment of subcontracts; and, (iv) completion of the Work by whatever reasonable method Authority may deem expedient.

(b) Surety. In the event of termination by Authority, Authority shall immediately serve written notice on the surety and Contractor. The surety shall have the right to take over and perform the Work if, within ten (10) calendar days after receiving the notice, it so notifies Authority, in writing, and promptly commences work (and thereafter, the surety shall be bound by all the terms and conditions of this Agreement).

(c) Payment. In the event of termination, Contractor shall not be entitled to receive any further payment until the Work is completed, and applicable lien periods have expired. If the unpaid balance of the Contract Sum exceeds the expense of completing the Work, plus compensation for additional managerial and administrative services and all other reasonable costs and expenses incurred by, or on behalf of Authority, the excess shall be paid to Contractor. If such expenses incurred by Authority exceed the unpaid balance, then, notwithstanding any other remedy invoked by, or otherwise available to, Authority, Contractor and surety (on a joint and several basis) shall be liable for the difference to Authority, and shall promptly pay such amount upon written demand by Authority. Such obligation shall survive the expiration or termination of this Agreement. In the event of any conflict between the terms of this Section 4.3(c) and any other provision of this Agreement, the terms of this Section 4.3(c) shall control.

(d) Liquidated Damages for Delay. By executing this Agreement, Contractor represents that it can, and will, complete the Work within the Contract Time. If Contractor fails to reach Substantial Completion by the date required by this Agreement, the Parties agree that Authority would suffer damages related to the delay, but that such damages would be extremely difficult and impracticable to ascertain. The Parties therefore agree that a reasonable estimate of the damages to be suffered by Authority in the event of such a delay is 0 and /100ths Dollars ($0.00) per calendar day. Contractor shall therefore pay to Authority that amount for each calendar day during which Substantial Completion is delayed beyond the date for Substantial Completion required by, and as set forth in, the Schedule. At Authority's discretion, Authority shall be entitled to deduct such amount from any payment otherwise due Contractor, and in no event shall such deduction constitute a breach of this Agreement by Authority. Any such amount not deducted

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shall be immediately payable by Contractor to Authority on Authority's written demand. Such payments are: (i) liquidated damages to Authority solely for Contractor's failure to timely complete the Work in accordance with this Agreement; (ii) in addition to any other remedy available to Authority for Contractor's other breach or default(s) under this Agreement; and (iii) not a penalty. Such liquidated damages are not in lieu of Contractor's indemnity obligations set forth separately in this Agreement. This Section 4.3(d) replaces Section 33(a) of the General Conditions, in its entirety. For the avoidance of doubt, the Parties agree and acknowledge that Section 33(b) and Section 33(c) of the General Conditions remain in full force and effect, and are to be read in conjunction with this Section 4.3(d).

Section 4.4 Remedies Cumulative.

No right, power, or remedy given to Authority by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to Authority by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of Authority to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by Authority of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 4.5 Termination for Convenience.

Authority shall have the right to terminate this Agreement for convenience pursuant to Section 34 of the General Conditions.

ARTICLE 5
PARTIES' DISPUTES

Section 5.1 Definition of Claim Governed by Dispute Clause.

"Claim," as used in this clause, means a written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms of this Agreement, or other relief arising under or relating to this Agreement. A claim arising under this Agreement, unlike a claim relating to this Agreement, is a claim that can be resolved under this Agreement that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this Article 5, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Section 5.2 Applicability of Dispute Clause.

Except for disputes arising under applicable labor standards (i.e., Davis-Bacon and related acts), all disputes arising under or relating to this Agreement, including any claims for damages for the alleged breach thereof which are not disposed of by this Agreement, shall be resolved under this Article 5. This Article 5 supplements Section 31 of the General Conditions.

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Section 5.3 Written Claims to be Submitted to Contracting Officer.

All claims by Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.

Section 5.4 Notice of Decision or Decision Date.

The Contracting Officer shall, within fifteen (15) calendar days after receipt of the request, decide the claim or notify Contractor of the date by which the decision will be made. In no event shall the Contracting Officer render a decision later than sixty (60) calendar days from the receipt of the request.

Section 5.5 Effect of Contracting Officer's Decision.

The Contracting Officer's decision shall be final unless Contractor submits a demand for arbitration within the applicable statute of limitations, in accordance with Section 5.8 of this Agreement.

Section 5.6 Contractor's Duty to Perform Pending Claim Resolution.

Contractor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to this Agreement, and comply with any decision of the Contracting Officer.

Section 5.7 Identification of Contracting Officer.

For purposes of this Agreement, Authority's Contracting Officer shall be Authority Executive Director or his or her designee (the "Contracting Officer").

Section 5.8 Arbitration of Disputes.

In the event Contractor disputes the Contracting Officer's determination, then the Parties shall submit the dispute to binding arbitration which, unless the Parties mutually agree otherwise, shall be in accordance with the Arbitration Rules and Procedures of JAMS (the "JAMS Rules") currently in effect, unless arbitration is not required pursuant to Section 5.9 of this Agreement, in which event Contractor shall proceed in accordance with Section 31 of the General Conditions. The demand for arbitration shall be filed in writing with Authority and with JAMS. The arbitration panel shall consist of a single arbitrator and the process for the arbitration shall proceed in accordance with the then current JAMS Rules. A demand for arbitration shall be made within thirty (30) calendar days following the Contracting Officer's determination, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

Section 5.9 Situations when Arbitration Not Applicable.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by Parties shall be specifically enforceable under applicable law

in any court having jurisdiction thereof. This Agreement to arbitrate shall not apply if: (a) any person or entity whom either Party believes is necessary or beneficial to the full resolution of the claim (including but not limited to Architect) cannot be joined in or bound by the arbitration proceeding; or (b) any person or entity whom either Party believes is necessary as a witness for such a proceeding is not available for such a proceeding; or (c) the amount in controversy exceeds Fifty Thousand and No/100ths Dollars ($50,000.00); or (d) if any change in the Contract Time or change in the date set forth for Substantial Completion could result from the arbitration.

Section 5.10 Judgment on Final Award.

The arbitrator shall make an award in writing that is consistent with the terms of this Agreement (including but not limited to the terms governing payment of attorneys' fees) and the laws of the state of California, and that includes findings of fact and a reasoned decision. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 5.11 Notice of Third-Party Claims.

In accordance with Section 9201(b) of the California Public Contract Code, Authority shall provide Contractor timely notification of any third-party claim related to this Agreement (if any).

ARTICLE 6
FEDERAL REQUIREMENTS

Section 6.1 Certain Requirements.

(a) Compliance with Laws. Contractor shall comply with all applicable state and federal laws, rules and regulations, including but not limited to the requirements of the following, as the same may be amended from time to time:

(i) The requirements of Executive Order 11246, as more particularly set forth in Exhibit J;

(ii) The Fair Housing Act, 42 U.S.C. 3601 et seq., and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; the fair housing poster regulations, 24 CFR Part 110, and the HUD Fair Housing Act Advertising Guidelines;

(iii) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to nondiscrimination in housing, 24 CFR Part 1;

(iv) Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146;

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(v) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-12189, and regulations issued thereunder, 28 CFR Part 36; and

(vi) The Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4801-4846.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(b) No Limitation. Contractor is required to comply with all applicable laws regarding the Work, and the failure to include, or otherwise specify, any applicable law in this Section 6.1, or elsewhere in this Agreement, shall not be construed to waive, limit, or otherwise impair Contractor's obligation to comply with such laws.

Section 6.2 Recordkeeping, Audit & Reporting Requirements

(a) Recordkeeping; Access. Contractor's books and records pertaining to its performance under this Agreement shall be kept in accordance with generally accepted accounting principles, and shall be retained for at least three (3) years after Authority makes final payment to Contractor under this Agreement and all other pending matters are closed. Contractor agrees to grant a right of access to Authority, HUD, any agency providing funds to Authority, the Comptroller General of the United States, and any of their authorized representatives, with respect to any books, documents, papers, or other records pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. Authority shall notify Contractor of any records it deems insufficient. Contractor shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by Authority in such notice, or if a period longer than fifteen (15) calendar days is reasonably necessary to correct the deficiency, then Contractor shall begin to correct the deficiency within fifteen (15) calendar days and correct the deficiency as soon as reasonably possible.

(b) Contractors. Contractor agrees to include in first-tier subcontracts under this Agreement a clause substantially the same as Section 6.2(a) of this Agreement. The term "subcontract" as used in this clause excludes contracts and purchase orders not exceeding Ten Thousand and No/100ths Dollars ($10,000.00).

(c) Access for Disputed Matters. The period of access and examination under Section 6(a) and Section 6(b) of this Agreement for records relating to: (i) appeals under the Dispute Section of this Agreement; (ii) litigation or settlements of disputes arising from the performance of this Agreement; or (iii) costs and expenses of this Agreement to which Authority, HUD or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

(d) Audit. Authority, HUD, any agency providing funds to Authority, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to perform any audit of Contractor's finances and records related to its performance under this Agreement, including without limitation, the financial arrangement with anyone Contractor may delegate to discharge any part of its obligations under this Agreement.

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Section 6.3 Interest of Members of Congress.

No Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Section 6.4 Interest of Member, Officer, or Employee and Former Member, Officer, or Employee of Authority.

No member, officer, or employee of Authority, no member of the governing body of the locality in which the project is situated, no member of the governing body by which Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one (1) year thereafter or such longer time as Authority's Code of Ethics may require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by Authority and by HUD.

Section 6.5 Lobbying Activities.

Contractor shall comply with 31 USC 1352 which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, loan, or cooperative agreement. Contractor further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLL) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between Authority and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Contractor has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under this Agreement. In regard to the performance of the Work,

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Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees. Contractor is not authorized to act on behalf of Authority with respect to any matters except those specifically set forth in this Agreement. Authority shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Contractor, whether arising from actions under this Agreement or otherwise. Authority agrees to exercise all reasonable efforts to enable Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving, in a timely manner, information required by Contractor and making payments to Contractor in accordance with the requirements of the Contract Documents.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against Authority by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the performance of the Work, and Contractor shall include similar requirements in any contracts entered into for the performance of the Work.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties.

Section 7.4 Indemnification.

(a) Contractor's Obligation. To the fullest extent permitted by law, and to the full extent of Contractor and its Subcontractor's proportionate liability, Contractor shall indemnify and hold harmless Authority, and its commissioners, Architect, their consultants, and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a Party or person described in Section 7.4.

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(b) No Limitation. In claims against any person or entity indemnified under this Section 7.4 by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 7.4 shall not be limited by a limitation on amount or type of damages, compensation or

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benefits payable by or for Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(c) Survival. The provisions of this Section 7.4 shall survive the termination or expiration of this Agreement.

Section 7.5 Non-Liability of Authority Officials, Employees and Agents.

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

Section 7.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 7.7 Conflict of Interest.

Contractor covenants that neither it nor any of its directors, officers, partners or employees have any interest, nor shall acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by it.

Section 7.8 Representatives; Authorization.

(a) Representation. To facilitate communication, the Parties to this Agreement shall designate a representative with responsibility for the routine administration of each Party's obligations under this Agreement. The Parties initially appoint the following as representatives:

Authority: Joseph Nagel
Senior Construction Project Manager
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, California 94501
Tele: (510) 747-4340
Email: jnagel@alamedahsg.org

Contractor: Jon K. Takata Corporation
DBA Restoration Management Company
3090 Independence Drive
Livermore CA 94551

Tele: 800-400-5058
Email:dglover@rmc.com
Attn: Dave Glover, Chief Risk Officer

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(b) Authorization. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request, or other action by Authority is required or permitted under this Agreement, such action may be given, made, or taken by Authority's Executive Director and/or his designee, without further action or approval by Authority Board of Commissioners, and any such action shall be in writing. The Executive Director and/or his designee may, in his or her discretion, agree in writing to modification of the dates by which action are to be complete or to waive any terms and conditions of this Agreement. The Executive Director and/or his designee is authorized to execute all ancillary documents necessary to effectuate the intent of this Agreement, and to negotiate and execute amendments to this Agreement substantially in conformance with the intent of this Agreement.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, approvals, claims, and communications between the Parties shall be in writing and shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

Authority:	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, California 94501
Attention:	Vanessa Cooper, Executive Director
Contractor:	Jon K. Takata Corporation DBA Restoration Management Company
Attention:	Dave Glover, Chief Risk Officer 3090 Independence Drive Livermore CA 94551

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 7.9. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement shall be governed by California law.

Section 7.11 Parties Bound.

Other than in connection with the portions of the Work to be performed by Subcontractors, Contractor shall not assign or otherwise transfer this Agreement, as a whole, or in any part, without the prior written consent of Authority. Any such attempted assignment or transfer shall be null and void, and shall constitute a default under this Agreement. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

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Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Waivers.

Any waiver by Authority of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by Authority to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by Authority to any act or omission by Contractor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Authority's written consent to future waivers.

Section 7.15 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the provisions of this Agreement.

Section 7.16 Entire Understanding of the Parties.

This Agreement and the attached exhibits constitute the entire understanding and agreement of the Parties with respect to the matters set forth in this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Section 1654 of the California Civil Code as may be amended from time to time, or any other state law, or common law principle) shall not apply to the interpretation of this Agreement.

Section 7.17 Builder's Risk Insurance.

Authority shall purchase and maintain a Builder's Risk Insurance policy, and shall include the interests of Authority, Contractor, and Subcontractors. All deductible amounts will be the responsibility of Authority. Notwithstanding any provision of this Agreement to the contrary, including but not limited to Section 33 of the General Conditions, pursuant to Section 7105 of the California Public Contract Code, Contractor shall not assume responsibility for repairing or restoring damages caused by an "act of God" in excess of five percent (5.00%) of the Contract Sum; provided,

that the Work damaged was performed by Contractor, or its Subcontractors (as applicable) in accordance with accepted and applicable building standards and this Agreement.

Section 7.18 Contractor Notifications.

(a) Notifications. Contractor shall notify Authority promptly, in writing, of any and all of the following:

(i) Any litigation or claim of any kind affecting or relating to Contractor or its subsidiaries or any Material Subcontractor where the amount claimed is or maybe One Hundred Thousand and No/100ths Dollars ($100,000.00) or more whether covered by insurance or not;

(ii) Any termination of a construction contract to which Contractor is a party;

(iii) Any default or potential default of a Material Subcontractor or material supplier (including without limitation, its inability to maintain its schedule);

(iv) Any material adverse change in Contractor's or any Material Subcontractor's financial condition, any material adverse change in Contractor's or any Material Subcontractor's operations, or any change in the management of Contractor or any Material Subcontractors; or

(v) Any other circumstance, event, or occurrence that results in a material adverse change in Contractor's or any Material Subcontractor's ability to timely perform any of its obligations under any of the Contract Documents.

(b) Material Subcontractor. For the purposes of this Section 7.18(b), "Material Subcontractor" means a Subcontractor performing more than Twenty-Five Thousand and No/100ths Dollars ($25,000.00) of the Work.

Section 7.19 Time.

Time is of the essence in the performance of the Work.

Section 7.20 Conflict Among Contract Documents.

In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control. In the event of any conflict between the terms of this Agreement and the Exhibits, unless otherwise noted, the terms of this Agreement shall control.

Section 7.21 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[SIGNATURE PAGE FOLLOWS]

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized officers and shall become effective as of the Effective Date, it being the intent of the Parties that Authority be the last of the Parties to sign this Agreement.

AUTHORITY:

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

DocuSigned by: Sylvia Martinez 88FEDACB7D8D461...

By: DocuSigned by: Vanessa Cooper 5AFA57239EC2484...

Name: Vanessa Cooper

Its: Executive Director

CONTRACTOR:

NAME: Restoration Management Company

Entity: _____

By: Signed by: Dave Glover 9E2B630E1D694DC...

Name: Dave Glover

Its: Executive VP, Chief Risk Officer

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EXHIBIT A

SCOPE OF WORK

[See Attached

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

Client:	Independence Plaza	Business:	(510) 865-7288
Property:	703 Atlantic Avenue Alameda, CA 94501		
Operator:	CARCE		
Estimator:	Chris Arce	Business:	(707) 382-8624
Reference:			
Company:	Restoration Management Company		

Type of Estimate:	Water Damage		
Date Entered:	5/22/2026	Date Assigned:	5/22/2026
Date Est. Completed:	5/22/2026	Date Job Completed:	
Price List:	RMC2026TM		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	IND703HAYW238909		

Tax ID# 94-3267563

Emergency Water/Smoke Damage Mitigation Services Estimate - Phase #1

Following please find the Scope of Work & Estimate for Emergency Water/Smoke Damage Mitigation Services Phase #1

If applicable, Restoration Management Company request direct payment and/or inclusion of the Restoration Management Company name on any applicable insurance draft as assigned in our service agreement.

Please feel free to contact me regarding questions or concerns regarding this information.

You can reach me directly at my about referenced cellular number.

Thank you for allowing Restoration Management Company to assist you with our services. We appreciate and value your business.

Sincerely,

Chris Arce
Project Director
707 382-8624

Initial DG DS VC

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
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Tax ID#: 94-3267563

IND703HAYW238909

Emergency Services

Labor

CAT	SEL	ACT	DESCRIPTION				
	CALC	QTY		REMOVE	REPLACE	TAX	TOTAL

Initial DG

DS VC

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
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Tax ID#: 94-3267563

CONTINUED - Labor

CAT	SEL CALC	ACT QTY	DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL

Phase 1 - Scope of Work:

Unit 261 (Entry & Hall):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (1 dehumidifier and 2-3 air movers)

Unit 260 (Entry, Living Room & Hall):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (1 dehumidifier and 2-3 air movers)

Unit 259 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (2 dehumidifier and 3-4 air movers)

Unit 258 (Entry, Living Room & Hall):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (1 dehumidifier and 2-3 air movers)

Unit 257 (Entry, Living Room & Hall):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (1 dehumidifier and 2-3 air movers)

Unit 256 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (2 dehumidifier and 3-4 air movers)

2nd Floor Hallway:
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.

Initial DG DS VC

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Restoration Management Company - Hayward

4142 Point Eden Way
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Tax ID#: 94-3267563

CONTINUED - Labor

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL

Set up drying equipment. (2 dehumidifier and 3-4 air movers)

Unit 161 (Entry, Hall, Bathroom & Bedroom):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (1 dehumidifier and 2-3 air movers)

Unit 160 (Entry, Living Room, Kitchen, Hall, Bathroom & 2 Bedrooms):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (1 dehumidifier and 2-3 air movers)

Unit 159 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (2 dehumidifier and 3-4 air movers)

Unit 158 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (2 dehumidifier and 3-4 air movers)

Unit 157 (Entry, Kitchen, Hall, Bedroom & Bathroom):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (2 dehumidifier and 3-4 air movers)

Unit 156 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom):
Extract water from carpet floors.
Perform a moisture inspection, create drying logs and a moisture map.
Remove and dispose of the wet carpet and pad flooring.
Clean up the work area.
Set up drying equipment. (2 dehumidifier and 3-

Crew #1

1. WTR	LABRS	+ Restoration Supervisor - Prevailing Wage Rates				
	1*6	6.00 HR [*]	0.00+	146.00 =	0.00	876.00

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Restoration Management Company

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Labor

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
2. WTR	LABRT	+ Restoration Technician - Prevailing Wage Rates				
	3*6	18.00 HR [*]	0.00+	143.00 =	0.00	2,574.00
3. WTR	LABRSA	+ Restoration Supervisor - Prevailing Wage Rates After Hours				
	1*5	5.00 HR [*]	0.00+	199.00 =	0.00	995.00
4. WTR	LABRTA	+ Restoration Technician - Prevailing Wage Rates After Hours				
	3*5	15.00 HR [*]	0.00+	194.00 =	0.00	2,910.00
Crew #2						
5. WTR	LABRS	+ Restoration Supervisor - Prevailing Wage Rates				
	1*3	3.00 HR [*]	0.00+	146.00 =	0.00	438.00
6. WTR	LABRT	+ Restoration Technician - Prevailing Wage Rates				
	1*3	3.00 HR [*]	0.00+	143.00 =	0.00	429.00
Crew #3						
7. WTR	LABRS	+ Restoration Supervisor - Prevailing Wage Rates				
	1*4	4.00 HR [*]	0.00+	146.00 =	0.00	584.00
8. WTR	LABRT	+ Restoration Technician - Prevailing Wage Rates				
	6*4	24.00 HR [*]	0.00+	143.00 =	0.00	3,432.00
9. WTR	LABRSA	+ Restoration Supervisor - Prevailing Wage Rates After Hours				
	1*5	5.00 HR [*]	0.00+	199.00 =	0.00	995.00
10. WTR	LABRTA	+ Restoration Technician - Prevailing Wage Rates After Hours				
	6*5	30.00 HR [*]	0.00+	194.00 =	0.00	5,820.00
Totals: Labor					**0.00**	**19,053.00**

Materials

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
11. WTR	BAGH	+ Bags, HEPA Vacuum				
	4	4.00 EA	0.00+	6.01 =	0.00	24.04
12. WTR	DEFOAM	+ Defoamer, Crystal				
	1	1.00 GL	0.00+	47.00 =	0.00	47.00
13. WTR	POLYB	+ Bags, Poly 6 Mil				
	1	1.00 RL	0.00+	183.49 =	0.00	183.49
14. WTR	POLYB2	+ Bags, Poly 2 Mil				
	1	1.00 RL	0.00+	128.00 =	0.00	128.00

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Restoration Management Company

Restoration Management Company - Hayward

4142 Point Eden Way
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Tax ID#: 94-3267563

CONTINUED - Materials

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
15. WTR	GLN	+ Gloves, Nitrile				
	1	1.00 BX	0.00+	45.00 =	0.00	45.00
Totals: Materials					**0.00**	**427.53**

Equipment

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	TOTAL
2nd Floor						
16. WTR	DHM>>_	+ Dehumidifier - Ex Large (R250) 110-159 PPD				
	4*3	12.00 DA	0.00+	157.50 =	0.00	1,890.00
2 dehumidifiers in unit 259 for 3 days.						
2 dehumidifiers in unit 256 for 3 days.						
17. WTR	DHM>>_	+ Dehumidifier - Ex Large (R250) 110-159 PPD				
	3*3	9.00 DA	0.00+	157.50 =	0.00	1,417.50
1 dehumidifier in unit 260 for 3 days.						
1 dehumidifier in unit 258 for 3 days.						
1 dehumidifier in unit 257 for 3 days.						
18. WTR	DHM>>_	+ Dehumidifier - Ex Large (R250) 110-159 PPD				
	1*3	3.00 DA	0.00+	157.50 =	0.00	472.50
1 dehumidifier in the 2nd floor hallway for 3 days.						
19. WTR	DRY_	+ Air Mover				
	8*3	24.00 DA	0.00+	31.50 =	0.00	756.00
4 air movers in unit 259 for 3 days.						
4 air movers in unit 256 for 3 days.						
20. WTR	DRY_	+ Air Mover				
	9*3	27.00 DA	0.00+	31.50 =	0.00	850.50
3 air movers in unit 260 for 3 days.						
3 air movers in unit 258 for 3 days.						
3 air movers in unit 257 for 3 days.						
21. WTR	DRY_	+ Air Mover				
	3*3	9.00 DA	0.00+	31.50 =	0.00	283.50
3 air movers in the 2nd floor hallway for 3 days.						
1st Floor						
22. WTR	DHM>>_	+ Dehumidifier - Ex Large (R250) 110-159 PPD				
	4*3	12.00 DA	0.00+	157.50 =	0.00	1,890.00

Initial DG DS VG
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Restoration Management Company

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Equipment

CAT	SEL / CALC	ACT DESCRIPTION / QTY	REMOVE	REPLACE	TAX	TOTAL
2 dehumidifiers in unit 159 for 3 days. 2 dehumidifiers in unit 156 for 3 days.						
23. WTR	DHM>>_	+ Dehumidifier - Ex Large (R250) 110-159 PPD				
	4*3	12.00 DA	0.00+	157.50 =	0.00	1,890.00
1 dehumidifier in unit 161 for 3 days. 1 dehumidifier in unit 160 for 3 days. 1 dehumidifier in unit 158 for 3 days. 1 dehumidifier in unit 157 for 3 days.						
24. WTR	DHM>>_	+ Dehumidifier - Ex Large (R250) 110-159 PPD				
	1*3	3.00 DA	0.00+	157.50 =	0.00	472.50
1 dehumidifier in the 1st floor hallway for 3 days.						
25. WTR	DRY_	+ Air Mover				
	8*3	24.00 DA	0.00+	31.50 =	0.00	756.00
4 air movers in unit 159 for 3 days. 4 air movers in unit 156 for 3 days.						
26. WTR	DRY_	+ Air Mover				
	11*3	33.00 DA	0.00+	31.50 =	0.00	1,039.50
2 air movers in unit 261 for 3 days. 3 air movers in unit 260 for 3 days. 3 air movers in unit 258 for 3 days. 3 air movers in unit 257 for 3 days.						
27. WTR	DRY_	+ Air Mover				
	3*3	9.00 DA	0.00+	31.50 =	0.00	283.50
3 air movers in the 1st floor hallway for 3 days.						
28. WTR	VMOV16	+ Box Truck (14' - 16')				
	1	1.00 DA	0.00+	300.00 =	0.00	300.00
29. WTR	VSERV	+ Service Van				
	1	1.00 DA	0.00+	200.00 =	0.00	200.00
30. WTR	EXTP	+ Extraction unit - Portable				
	3	3.00 DA	0.00+	157.50 =	0.00	472.50
Totals: Equipment					**0.00**	**12,974.00**

Disposal

CAT	SEL / CALC	ACT DESCRIPTION / QTY	REMOVE	REPLACE	TAX	TOTAL

Initial DG DS VG
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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Disposal

CAT	SEL / CALC	ACT DESCRIPTION / QTY	REMOVE	REPLACE	TAX	TOTAL
31. WTR	PU	+ Disposal - Pick Up truck Load				
	4	4.00 EA	0.00+	264.00 =	0.00	1,056.00
Totals: Disposal					**0.00**	**1,056.00**
Total: Emergency Services					**0.00**	**33,510.53**
Line Item Totals: IND703HAYW238909					**0.00**	**33,510.53**

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

Summary

Line Item Total	33,510.53
Replacement Cost Value	**$33,510.53**
Net Claim	**$33,510.53**

Chris Arce

Sandra Alcoba-Matos

Regional Manager
5/26/26

Initial DG DS VC

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

Client:	Independence Plaza	Business:	(510) 865-7288
Property:	703 Atlantic Avenue Alameda, CA 94501		
Operator:	CARCE		
Estimator:	Chris Arce	Business:	(707) 382-8624
Reference:			
Company:	Restoration Management Company		

Type of Estimate:	Water Damage		
Date Entered:	5/22/2026	Date Assigned:	5/22/2026
Date Est. Completed:	5/29/2026	Date Job Completed:	
Price List:	RMC2026TM		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	IND703HAYW238909-5		

Tax ID# 94-3267563

Water/Smoke Damage Mitigation Services Revised Estimate - Phase #2 (5/29/2026)

Following please find the Revised Estimate for Water/Smoke Damage Mitigation Services Phase #2 in units 256, 257, 258, 259, 260, 261, 2nd Floor Hallway/Stairs, 156, 157, 158, 159, 160, 161, and 1st Floor Hallway/Stairs

This estimate includes Prevailing Wage Rates.

If applicable, Restoration Management Company request direct payment and/or inclusion of the Restoration Management Company name on any applicable insurance draft as assigned in our service agreement.

Please feel free to contact me regarding questions or concerns regarding this information.

You can reach me directly at my about referenced cellular number.

Thank you for allowing Restoration Management Company to assist you with our services. We appreciate and value your business.

Initial DG DS VL

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
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License #:765595
Tax ID#: 94-3267563

SPECIFIC EXCLUSIONS TO TERMS AND CONDITIONS

Incidental Damage : The necessity of safety precautions, such as taping plastic barriers to walls, etc. can involve some damage to walls and floor coverings, such as paint, wallpaper, carpet, etc. Customer understands this and will be responsible for all such damages.

Scope of Work : This proposal is offered under the basis of performing each of the above referenced items once.

Permits: Building department demo permits.

Temporary Power: Supply and install temporary power.

Contents: Contents manipulation.

Mold Remediation: Mold remediation work.

Smoke Remediation: Smoke remediation to the structural framing members.

Asbestos & Lead Abatement: Asbestos and lead abatement work.

Sincerely,

Chris Arce
Project Director
707 382-8624

Initial DG DS VC

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Restoration Management Company - Hayward

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Tax ID#: 94-3267563

IND703HAYW238909-5

General Conditions

Saturday 5/30/2026

CAT	SEL	ACT DESCRIPTION				
	CALC	QTY	REMOVE	REPLACE	TAX	TOTAL
Phase 2 - Scope of Work:						
See attached scope of work provided by Amy Matabuena-Lev from Housing Authority of the City of Alameda.						
1. WTR	LABRS	+ Restoration Supervisor - Overtime Prevailing Wage Rates				
	1*8	8.00 HR [*]	0.00+	199.00 =	0.00	1,592.00
2. WTR	LABRT	+ Restoration Technician - Overtime Prevailing Wage Rates				
	7*8	56.00 HR [*]	0.00+	194.00 =	0.00	10,864.00
Materials:						
3. WTR	BAGH	+ Bags, HEPA Vacuum				
	4	4.00 EA	0.00+	6.01 =	0.00	24.04
4. WTR	BLADE8	+ Blade, Floor Scraper 8"				
	10	10.00 EA	0.00+	1.77 =	0.00	17.70
5. WTR	BLADESPDRY	+ Blade, Specialty Saw (Drywall)				
	2	2.00 EA	0.00+	18.52 =	0.00	37.04
6. WTR	DUSTN95	+ Dust Mask (N95/KN95)				
	11*2	22.00 EA	0.00+	4.36 =	0.00	95.92
7. WTR	FILPRI	+ Filter, Pre-filter - 500 / 700 / 2000				
	5*2	10.00 EA	0.00+	1.95 =	0.00	19.50
8. WTR	FILSEC	+ Filter, Secondary				
	5*2	10.00 EA	0.00+	11.83 =	0.00	118.30
9. WTR	GLN	+ Gloves, Nitrile				
	1	1.00 BX	0.00+	45.00 =	0.00	45.00
10. WTR	GRM_	+ Anti-Microbial / Disinfectant				
	1	1.00 GL	0.00+	69.48 =	0.00	69.48
11. WTR	LAY104MIL	+ Layflat Ducting 4 mil (up to 12" x 500')				
	2	2.00 RL	0.00+	134.00 =	0.00	268.00
12. WTR	POLY420	+ Poly Sheeting - 4 mil FR 20'				
	2	2.00 RL	0.00+	177.72 =	0.00	355.44
13. WTR	POLYB	+ Bags, Poly 6 Mil				
	2	2.00 RL	0.00+	183.49 =	0.00	366.98
14. WTR	TAPED	+ Tape - Duct/Vinyl				
	5	5.00 RL	0.00+	13.07 =	0.00	65.35
15. WTR	TAPEB/G	+ Tape - Blue/Green				
	5	5.00 RL	0.00+	14.82 =	0.00	74.10
16. WTR	TSURG	+ Towel, Surgical blue				
	6	6.00 LB	0.00+	7.67 =	0.00	46.02

NOT APPROVED

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Restoration Management Company - Hayward

4142 Point Eden Way
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Tax ID#: 94-3267563

CONTINUED - Saturday 5/30/2026

CAT	SEL / CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
17. WTR	TYVKW		+ Coverall - Disposable - White (Tyvek)				
	11	11.00 EA		0.00+	9.46 =	0.00	104.06
Equipment:							
18. WTR	NAFAN_		+ Negative Air / Air Scrubber - 500 CFM				
	5*1	5.00 DA		0.00+	94.50 =	0.00	472.50
19. WTR	HEPAVAC_		+ Vacuum, HEPA - canister				
	4*1	4.00 DA		0.00+	78.75 =	0.00	315.00
20. WTR	VMOV16		+ Box Truck (14' - 16')				
	1	1.00 DA		0.00+	300.00 =	0.00	300.00
Totals: Saturday 5/30/2026						**0.00**	**15,250.43**

NOT APPROVED

Sunday 5/31/2026

CAT	SEL / CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
Phase 2 - Scope of Work:							
See attached scope of work provided by Amy Matabuena-Lev from Housing Authority of the City of Alameda.							
21. WTR	LABRS		+ Restoration Supervisor - Double Time Prevailing Wage Rates				
	1*8	8.00 HR	[*]	0.00+	255.00 =	0.00	2,040.00
22. WTR	LABRT		+ Restoration Technician - Double Time Prevailing Wage Rates				
	7*8	56.00 HR	[*]	0.00+	249.00 =	0.00	13,944.00
Materials:							
23. WTR	BAGH		+ Bags, HEPA Vacuum				
	4	4.00 EA		0.00+	6.01 =	0.00	24.04
24. WTR	BLADE8		+ Blade, Floor Scraper 8"				
	10	10.00 EA		0.00+	1.77 =	0.00	17.70
25. WTR	BLADESPDRY		+ Blade, Specialty Saw (Drywall)				
	2	2.00 EA		0.00+	18.52 =	0.00	37.04
26. WTR	DUSTN95		+ Dust Mask (N95/KN95)				
	11*2	22.00 EA		0.00+	4.36 =	0.00	95.92
27. WTR	FILPRI		+ Filter, Pre-filter - 500 / 700 / 2000				
	5*2	10.00 EA		0.00+	1.95 =	0.00	19.50
28. WTR	FILSEC		+ Filter, Secondary				
	5*2	10.00 EA		0.00+	11.83 =	0.00	118.30

Initial DG DS VC

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Sunday 5/31/2026

CAT	SEL CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
29. WTR	GLN		+ Gloves, Nitrile				
	1	1.00 BX		0.00+	45.00 =	0.00	45.00
30. WTR	GRM_		+ Anti-Microbial / Disinfectant				
	1	1.00 GL		0.00+	69.48 =	0.00	69.48
31. WTR	LAY104MIL		+ Layflat Ducting 4 mil (up to 12" x 500')				
	2	2.00 RL		0.00+	134.00 =	0.00	268.00
32. WTR	POLY420		+ Poly Sheeting - 4 mil FR 20'				
	2	2.00 RL		0.00+	177.72 =	0.00	355.44
33. WTR	POLYB		+ Bags, Poly 6 Mil				
	2	2.00 RL		0.00+	183.49 =	0.00	366.98
34. WTR	TAPED		+ Tape - Duct/Vinyl				
	5	5.00 RL		0.00+	13.07 =	0.00	65.35
35. WTR	TAPEB/G		+ Tape - Blue/Green				
	5	5.00 RL		0.00+	14.82 =	0.00	74.10
36. WTR	TSURG		+ Towel, Surgical blue				
	6	6.00 LB		0.00+	7.67 =	0.00	46.02
37. WTR	TYVKW		+ Coverall - Disposable - White (Tyvek)				
	11	11.00 EA		0.00+	9.46 =	0.00	104.06
Equipment:							
38. WTR	NAFAN_		+ Negative Air / Air Scrubber - 500 CFM				
	5*1	5.00 DA		0.00+	94.50 =	0.00	472.50
39. WTR	HEPAVAC_		+ Vacuum, HEPA - canister				
	4*1	4.00 DA		0.00+	78.75 =	0.00	315.00
40. WTR	VSERV		+ Service Van				
	1	1.00 DA		0.00+	200.00 =	0.00	200.00
Totals: Sunday 5/31/2026						**0.00**	**18,678.43**

APPROVED

Monday 6/1/2026

CAT	SEL CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL

Phase 2 - Scope of Work:

See attached scope of work provided by Amy Matabuena-Lev from Housing Authority of the City of Alameda.

Initial DG DS VC

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Restoration Management Company

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Monday 6/1/2026

CAT	SEL CALC	ACT QTY	DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
41. WTR	LABRS	+	Restoration Supervisor - Prevailing Wage Rates				
	1*10	10.00 HR	[*]	0.00+	146.00 =	0.00	1,460.00
42. WTR	LABRT	+	Restoration Technician - Prevailing Wage Rates				
	11*10	110.00 HR	[*]	0.00+	143.00 =	0.00	15,730.00
Materials:							
43. WTR	BAGH	+	Bags, HEPA Vacuum				
	4	4.00 EA		0.00+	6.01 =	0.00	24.04
44. WTR	BLADE8	+	Blade, Floor Scraper 8"				
	10	10.00 EA		0.00+	1.77 =	0.00	17.70
45. WTR	BLADESPDRY	+	Blade, Specialty Saw (Drywall)				
	2	2.00 EA		0.00+	18.52 =	0.00	37.04
46. WTR	DUSTN95	+	Dust Mask (N95/KN95)				
	11*2	22.00 EA		0.00+	4.36 =	0.00	95.92
47. WTR	FILPRI	+	Filter, Pre-filter - 500 / 700 / 2000				
	5*2	10.00 EA		0.00+	1.95 =	0.00	19.50
48. WTR	FILSEC	+	Filter, Secondary				
	5*2	10.00 EA		0.00+	11.83 =	0.00	118.30
49. WTR	GLN	+	Gloves, Nitrile				
	1	1.00 BX		0.00+	45.00 =	0.00	45.00
50. WTR	GRM_	+	Anti-Microbial / Disinfectant				
	1	1.00 GL		0.00+	69.48 =	0.00	69.48
51. WTR	LAY104MIL	+	Layflat Ducting 4 mil (up to 12" x 500')				
	2	2.00 RL		0.00+	134.00 =	0.00	268.00
52. WTR	POLY420	+	Poly Sheeting - 4 mil FR 20'				
	2	2.00 RL		0.00+	177.72 =	0.00	355.44
53. WTR	POLYB	+	Bags, Poly 6 Mil				
	2	2.00 RL		0.00+	183.49 =	0.00	366.98
54. WTR	TAPED	+	Tape - Duct/Vinyl				
	5	5.00 RL		0.00+	13.07 =	0.00	65.35
55. WTR	TAPEB/G	+	Tape - Blue/Green				
	5	5.00 RL		0.00+	14.82 =	0.00	74.10
56. WTR	TSURG	+	Towel, Surgical blue				
	6	6.00 LB		0.00+	7.67 =	0.00	46.02
57. WTR	TYVKW	+	Coverall - Disposable - White (Tyvek)				
	11	11.00 EA		0.00+	9.46 =	0.00	104.06
Equipment:							
58. WTR	NAFAN_	+	Negative Air / Air Scrubber - 500 CFM				
	5*1	5.00 DA		0.00+	94.50 =	0.00	472.50

Initial DG DS VC

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Monday 6/1/2026

CAT	SEL / CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
59. WTR	HEPAVAC_		+ Vacuum, HEPA - canister				
	4*1	4.00 DA		0.00+	78.75 =	0.00	315.00
60. WTR	VSERV		+ Service Van				
	1	1.00 DA		0.00+	200.00 =	0.00	200.00
Totals: Monday 6/1/2026						**0.00**	**19,884.43**

APPROVED

Tuesday 6/2/2026

CAT	SEL / CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
Phase 2 - Scope of Work:							
See attached scope of work provided by Amy Matabuena-Lev from Housing Authority of the City of Alameda.							
61. WTR	LABRS		+ Restoration Supervisor - Prevailing Wage Rates				
	1*10	10.00 HR	[*]	0.00+	146.00 =	0.00	1,460.00
62. WTR	LABRT		+ Restoration Technician - Prevailing Wage Rates				
	11*10	110.00 HR	[*]	0.00+	143.00 =	0.00	15,730.00
Materials:							
63. WTR	BAGH		+ Bags, HEPA Vacuum				
	4	4.00 EA		0.00+	6.01 =	0.00	24.04
64. WTR	BLADE8		+ Blade, Floor Scraper 8"				
	10	10.00 EA		0.00+	1.77 =	0.00	17.70
65. WTR	BLADESPDRY		+ Blade, Specialty Saw (Drywall)				
	2	2.00 EA		0.00+	18.52 =	0.00	37.04
66. WTR	DUSTN95		+ Dust Mask (N95/KN95)				
	11*2	22.00 EA		0.00+	4.36 =	0.00	95.92
67. WTR	FILPRI		+ Filter, Pre-filter - 500 / 700 / 2000				
	5*2	10.00 EA		0.00+	1.95 =	0.00	19.50
68. WTR	FILSEC		+ Filter, Secondary				
	5*2	10.00 EA		0.00+	11.83 =	0.00	118.30
69. WTR	GLN		+ Gloves, Nitrile				
	1	1.00 BX		0.00+	45.00 =	0.00	45.00
70. WTR	GRM_		+ Anti-Microbial / Disinfectant				
	1	1.00 GL		0.00+	69.48 =	0.00	69.48

Initial DG DS VC

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Tuesday 6/2/2026

CAT	SEL / CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
71. WTR	LAY104MIL		+ Layflat Ducting 4 mil (up to 12" x 500')				
	2	2.00 RL		0.00+	134.00 =	0.00	268.00
72. WTR	POLY420		+ Poly Sheeting - 4 mil FR 20'				
	2	2.00 RL		0.00+	177.72 =	0.00	355.44
73. WTR	POLYB		+ Bags, Poly 6 Mil				
	2	2.00 RL		0.00+	183.49 =	0.00	366.98
74. WTR	TAPED		+ Tape - Duct/Vinyl				
	5	5.00 RL		0.00+	13.07 =	0.00	65.35
75. WTR	TAPEB/G		+ Tape - Blue/Green				
	5	5.00 RL		0.00+	14.82 =	0.00	74.10
76. WTR	TSURG		+ Towel, Surgical blue				
	6	6.00 LB		0.00+	7.67 =	0.00	46.02
77. WTR	TYVKW		+ Coverall - Disposable - White (Tyvek)				
	11	11.00 EA		0.00+	9.46 =	0.00	104.06
Equipment:							
78. WTR	NAFAN_		+ Negative Air / Air Scrubber - 500 CFM				
	5*1	5.00 DA		0.00+	94.50 =	0.00	472.50
79. WTR	HEPAVAC_		+ Vacuum, HEPA - canister				
	4*1	4.00 DA		0.00+	78.75 =	0.00	315.00
80. WTR	VSERV		+ Service Van				
	1	1.00 DA		0.00+	200.00 =	0.00	200.00
Totals: Tuesday 6/2/2026						**0.00**	**19,884.43**

APPROVED

Wednesday 6/3/2026

CAT	SEL / CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
Phase 2 - Scope of Work:							
See attached scope of work provided by Amy Matabuena-Lev from Housing Authority of the City of Alameda.							
81. WTR	LABRS		+ Restoration Supervisor - Prevailing Wage Rates				
	1*10	10.00 HR	[*]	0.00+	146.00 =	0.00	1,460.00
82. WTR	LABRT		+ Restoration Technician - Prevailing Wage Rates				
	11*10	110.00 HR	[*]	0.00+	143.00 =	0.00	15,730.00
Materials:							

Initial DG DS VC

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Wednesday 6/3/2026

CAT	SEL CALC	ACT QTY	DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
83. WTR	BAGH	+	Bags, HEPA Vacuum				
	4	4.00 EA		0.00+	6.01 =	0.00	24.04
84. WTR	BLADE8	+	Blade, Floor Scraper 8"				
	10	10.00 EA		0.00+	1.77 =	0.00	17.70
85. WTR	BLADESPDRY	+	Blade, Specialty Saw (Drywall)				
	2	2.00 EA		0.00+	18.52 =	0.00	37.04
86. WTR	DUSTN95	+	Dust Mask (N95/KN95)				
	11*2	22.00 EA		0.00+	4.36 =	0.00	95.92
87. WTR	FILPRI	+	Filter, Pre-filter - 500 / 700 / 2000				
	5*2	10.00 EA		0.00+	1.95 =	0.00	19.50
88. WTR	FILSEC	+	Filter, Secondary				
	5*2	10.00 EA		0.00+	11.83 =	0.00	118.30
89. WTR	GLN	+	Gloves, Nitrile				
	1	1.00 BX		0.00+	45.00 =	0.00	45.00
90. WTR	GRM_	+	Anti-Microbial / Disinfectant				
	1	1.00 GL		0.00+	69.48 =	0.00	69.48
91. WTR	LAY104MIL	+	Layflat Ducting 4 mil (up to 12" x 500')				
	2	2.00 RL		0.00+	134.00 =	0.00	268.00
92. WTR	POLY420	+	Poly Sheeting - 4 mil FR 20'				
	2	2.00 RL		0.00+	177.72 =	0.00	355.44
93. WTR	POLYB	+	Bags, Poly 6 Mil				
	2	2.00 RL		0.00+	183.49 =	0.00	366.98
94. WTR	TAPED	+	Tape - Duct/Vinyl				
	5	5.00 RL		0.00+	13.07 =	0.00	65.35
95. WTR	TAPEB/G	+	Tape - Blue/Green				
	5	5.00 RL		0.00+	14.82 =	0.00	74.10
96. WTR	TSURG	+	Towel, Surgical blue				
	6	6.00 LB		0.00+	7.67 =	0.00	46.02
97. WTR	TYVKW	+	Coverall - Disposable - White (Tyvek)				
	11	11.00 EA		0.00+	9.46 =	0.00	104.06
Equipment:							
98. WTR	NAFAN_	+	Negative Air / Air Scrubber - 500 CFM				
	5*1	5.00 DA		0.00+	94.50 =	0.00	472.50
99. WTR	HEPAVAC_	+	Vacuum, HEPA - canister				
	4*1	4.00 DA		0.00+	78.75 =	0.00	315.00
100. WTR	VSERV	+	Service Van				
	1	1.00 DA		0.00+	200.00 =	0.00	200.00
Totals: Wednesday 6/3/2026						**0.00**	**19,884.43**

APPROVED

Initial DG DS VC

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

Thursday 6/4/2026

CAT	SEL / CALC	QTY	ACT	DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
Phase 2 - Scope of Work:								
See attached scope of work provided by Amy Matabuena-Lev from Housing Authority of the City of Alameda.								
101. WTR	LABRS		+	Restoration Supervisor - Prevailing Wage Rates				
	1*10	10.00 HR	[*]		0.00+	146.00 =	0.00	1,460.00
102. WTR	LABRT		+	Restoration Technician - Prevailing Wage Rates				
	11*10	110.00 HR	[*]		0.00+	143.00 =	0.00	15,730.00
Materials:								
103. WTR	BAGH		+	Bags, HEPA Vacuum				
	4	4.00 EA			0.00+	6.01 =	0.00	24.04
104. WTR	BLADE8		+	Blade, Floor Scraper 8"				
	10	10.00 EA			0.00+	1.77 =	0.00	17.70
105. WTR	BLADESPDRY		+	Blade, Specialty Saw (Drywall)				
	2	2.00 EA			0.00+	18.52 =	0.00	37.04
106. WTR	DUSTN95		+	Dust Mask (N95/KN95)				
	11*2	22.00 EA			0.00+	4.36 =	0.00	95.92
107. WTR	FILPRI		+	Filter, Pre-filter - 500 / 700 / 2000				
	5*2	10.00 EA			0.00+	1.95 =	0.00	19.50
108. WTR	FILSEC		+	Filter, Secondary				
	5*2	10.00 EA			0.00+	11.83 =	0.00	118.30
109. WTR	GLN		+	Gloves, Nitrile				
	1	1.00 BX			0.00+	45.00 =	0.00	45.00
110. WTR	GRM_		+	Anti-Microbial / Disinfectant				
	1	1.00 GL			0.00+	69.48 =	0.00	69.48
111. WTR	LAY104MIL		+	Layflat Ducting 4 mil (up to 12" x 500')				
	2	2.00 RL			0.00+	134.00 =	0.00	268.00
112. WTR	POLY420		+	Poly Sheeting - 4 mil FR 20'				
	2	2.00 RL			0.00+	177.72 =	0.00	355.44
113. WTR	POLYB		+	Bags, Poly 6 Mil				
	2	2.00 RL			0.00+	183.49 =	0.00	366.98
114. WTR	TAPED		+	Tape - Duct/Vinyl				
	5	5.00 RL			0.00+	13.07 =	0.00	65.35
115. WTR	TAPEB/G		+	Tape - Blue/Green				
	5	5.00 RL			0.00+	14.82 =	0.00	74.10
116. WTR	TSURG		+	Towel, Surgical blue				
	6	6.00 LB			0.00+	7.67 =	0.00	46.02
117. WTR	TYVKW		+	Coverall - Disposable - White (Tyvek)				
	11	11.00 EA			0.00+	9.46 =	0.00	104.06
Equipment:								
118. WTR	NAFAN_		+	Negative Air / Air Scrubber - 500 CFM				
	5*1	5.00 DA			0.00+	94.50 =	0.00	472.50

Initial DG DS VC

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
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License #:765595
Tax ID#: 94-3267563

CONTINUED - Thursday 6/4/2026

CAT	SEL CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
119. WTR	HEPAVAC_		+ Vacuum, HEPA - canister				
	4*1	4.00 DA		0.00+	78.75 =	0.00	315.00
120. WTR	VSERV		+ Service Van				
	1	1.00 DA		0.00+	200.00 =	0.00	200.00
Totals: Thursday 6/4/2026						0.00	**19,884.43**

APPROVED

Friday 6/5/2026

CAT	SEL CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
Phase 2 - Scope of Work:							
See attached scope of work provided by Amy Matabuena-Lev from Housing Authority of the City of Alameda.							
121. WTR	LABRS		+ Restoration Supervisor - Prevailing Wage Rates				
	1*10	10.00 HR	[*]	0.00+	146.00 =	0.00	1,460.00
122. WTR	LABRT		+ Restoration Technician - Prevailing Wage Rates				
	11*10	110.00 HR	[*]	0.00+	143.00 =	0.00	15,730.00
Materials:							
123. WTR	BAGH		+ Bags, HEPA Vacuum				
	4	4.00 EA		0.00+	6.01 =	0.00	24.04
124. WTR	BLADE8		+ Blade, Floor Scraper 8"				
	10	10.00 EA		0.00+	1.77 =	0.00	17.70
125. WTR	BLADESPDRY		+ Blade, Specialty Saw (Drywall)				
	2	2.00 EA		0.00+	18.52 =	0.00	37.04
126. WTR	DUSTN95		+ Dust Mask (N95/KN95)				
	11*2	22.00 EA		0.00+	4.36 =	0.00	95.92
127. WTR	FILPRI		+ Filter, Pre-filter - 500 / 700 / 2000				
	5*2	10.00 EA		0.00+	1.95 =	0.00	19.50
128. WTR	FILSEC		+ Filter, Secondary				
	5*2	10.00 EA		0.00+	11.83 =	0.00	118.30
129. WTR	GLN		+ Gloves, Nitrile				
	1	1.00 BX		0.00+	45.00 =	0.00	45.00
130. WTR	GRM_		+ Anti-Microbial / Disinfectant				
	1	1.00 GL		0.00+	69.48 =	0.00	69.48

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Restoration Management Company - Hayward

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Tax ID#: 94-3267563

CONTINUED - Friday 6/5/2026

CAT	SEL / CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
131. WTR	LAY104MIL		+ Layflat Ducting 4 mil (up to 12" x 500')				
	2	2.00 RL		0.00+	134.00 =	0.00	268.00
132. WTR	POLY420		+ Poly Sheeting - 4 mil FR 20'				
	2	2.00 RL		0.00+	177.72 =	0.00	355.44
133. WTR	POLYB		+ Bags, Poly 6 Mil				
	2	2.00 RL		0.00+	183.49 =	0.00	366.98
134. WTR	TAPED		+ Tape - Duct/Vinyl				
	5	5.00 RL		0.00+	13.07 =	0.00	65.35
135. WTR	TAPEB/G		+ Tape - Blue/Green				
	5	5.00 RL		0.00+	14.82 =	0.00	74.10
136. WTR	TSURG		+ Towel, Surgical blue				
	6	6.00 LB		0.00+	7.67 =	0.00	46.02
137. WTR	TYVKW		+ Coverall - Disposable - White (Tyvek)				
	11	11.00 EA		0.00+	9.46 =	0.00	104.06
Equipment:							
138. WTR	NAFAN_		+ Negative Air / Air Scrubber - 500 CFM				
	5*1	5.00 DA		0.00+	94.50 =	0.00	472.50
139. WTR	HEPAVAC_		+ Vacuum, HEPA - canister				
	4*1	4.00 DA		0.00+	78.75 =	0.00	315.00
140. WTR	VMOV16		+ Box Truck (14' - 16')				
	1	1.00 DA		0.00+	300.00 =	0.00	300.00
Totals: Friday 6/5/2026						0.00	**19,984.43**

APPROVED

Disposal

CAT	SEL / CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
141. WTR	DISP-40YRD		+ Disposal - 40 Yard debris bin				
	2	2.00 DA [*]		0.00+	1,700.00 =	0.00	3,400.00
Totals: Disposal						0.00	3,400.00

APPROVED

Total: General Conditions — NOT APPROVED — **136,851.31**

Initial DG DS VC

Total approved $173,608.31

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

Client:	Independence Plaza	Business:	(510) 865-7288
Property:	703 Atlantic Avenue Alameda, CA 94501		
Operator:	CARCE		
Estimator:	Chris Arce	Business:	(707) 382-8624
Reference:			
Company:	Restoration Management Company		

Type of Estimate:	Water Damage		
Date Entered:	5/22/2026	Date Assigned:	5/22/2026
Date Est. Completed:	6/5/2026	Date Job Completed:	

Price List:	RMC2026TM
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	IND703HAYW238909-7

Tax ID# 94-3267563

Additional Drying Equipment for 4 Days & Moisture Inspection Estimate

Following please find the Estimate for Additional Drying Equipment for 4 Days & Moisture Inspection

If applicable, Restoration Management Company request direct payment and/or inclusion of the Restoration Management Company name on any applicable insurance draft as assigned in our service agreement.

Please feel free to contact me regarding questions or concerns regarding this information.

You can reach me directly at my about referenced cellular number.

Thank you for allowing Restoration Management Company to assist you with our services. We appreciate and value your business.

Sincerely,

Chris Arce
Project Director
707 382-8624

Initial DG

DS VC

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

IND703HAYW238909-7

Emergency Services

Moisture Inspection Labor Per Day

CAT	SEL	ACT	DESCRIPTION				
	CALC	QTY		REMOVE	REPLACE	TAX	TOTAL

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Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Moisture Inspection Labor Per Day

CAT	SEL CALC	ACT QTY	DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL

Scope of Work:

Unit 261 (Entry & Hall):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 260 (Entry, Living Room & Hall):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 259 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 258 (Entry, Living Room & Hall):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 257 (Entry, Living Room & Hall):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 256 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

2nd Floor Hallway:
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 161 (Entry, Hall, Bathroom & Bedroom):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 160 (Entry, Living Room, Kitchen, Hall, Bathroom & 2 Bedrooms):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 159 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 158 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Unit 157 (Entry, Kitchen, Hall, Bedroom & Bathroom):
Perform a progress moisture inspection and update the drying logs.
Monitor and reposition the drying equipment.

Initial DG DS VC

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

CONTINUED - Moisture Inspection Labor Per Day

CAT	SEL / CALC	ACT DESCRIPTION / QTY	REMOVE	REPLACE	TAX	TOTAL
Unit 156 (Entry, Kitchen, Living Room, Hall, Bedroom & Bathroom): Perform a progress moisture inspection and update the drying logs. Monitor and reposition the drying equipment.						
1st Floor Hallway: Perform a progress moisture inspection and update the drying logs. Monitor and reposition the drying equipment.						
1. WTR	LABRT	+ Restoration Technician - Prevailing Wage Rates				
	3*8	24.00 HR [*]	0.00+	143.00 =	0.00	3,432.00
2. WTR	VSERV	+ Service Van				
	1	1.00 DA	0.00+	200.00 =	0.00	200.00
Totals: Moisture Inspection Labor Per Day					**0.00**	**3,632.00**

Equipment

CAT	SEL / CALC	ACT DESCRIPTION / QTY	REMOVE	REPLACE	TAX	TOTAL
2nd Floor						
3. WTR	DHM>>_	+ Dehumidifier - Ex Large (R250) 110-159 PPD				
	7*4	28.00 DA	0.00+	157.50 =	0.00	4,410.00
7 dehumidifiers for 4 additional days. From Saturday 6/6/2026 through Tuesday 6/9/2026						
1st Floor						
4. WTR	DHM>>_	+ Dehumidifier - Ex Large (R250) 110-159 PPD				
	7*4	28.00 DA	0.00+	157.50 =	0.00	4,410.00
7 dehumidifiers for 4 additional days. From Saturday 6/6/2026 through Tuesday 6/9/2026						
Totals: Equipment					**0.00**	**8,820.00**
Total: Emergency Services					**0.00**	**12,452.00**
Line Item Totals: IND703HAYW238909-7					**0.00**	**12,452.00**

Initial DG DS VL

Restoration Management Company - Hayward

4142 Point Eden Way
Hayward, CA 94545
Phone: 800-400-5058
License #:765595
Tax ID#: 94-3267563

Accepted Not to
Exceed $12,454.

DocuSigned by:
Sylvia Martinez
88FEDACB7D8D461...
6/5/2026

Summary

Line Item Total	12,452.00
Replacement Cost Value	**$12,452.00**
Net Claim	**$12,452.00**

Chris Arce

Initial
DG

DS
VC

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

CONTRACT NAME_____ AHA CONTRACT _____

EXHIBIT B

LIST OF SUBCONTRACTORS

NONE

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CONTRACTOR SCHEDULE OF VALUES, QUALIFICATIONS AND EXCLUSIONS

[See Attached in Exhibit A

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CONTRACT NAME_____ AHA CONTRACT _____

EXHIBIT D

LIST OF PLANS

[See Attached]

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Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

	IP - Building 711 Fire
	Scope of work
Unit 261	
	Cut open entry walls, clost and bathroom walls as indicated
	Test entry carpet for moisture
Unit 260	
	Kichen linoleum floor to be removed
	Kitchen wall corridor side
	Remove wallbase in kitchen
	Entry and closet next to entry walls as indicated
	Livingroom short walll other side of small closet - 1' cut drywall
Unit 259	
	18" drywall from floor to be opened as indicated in pink
	Open ceiling as indicated in green on drawing
	Remove flooring in kitchen and bathroom
Unit 258	
	Kitchen linoleum floor to be removed
	Cut drywall 1' from floor as shown in pink on drawing
Unit 257	
	Kitchen linoleum floor to be removed
	Entry, kitchen, and closet next to entry walls cut 1' drywall from floor

Unit 256	All walls to be cut 18" from floor except the bedroom window wall as indicated on drawing
	Remove all flooring
Unit 161	All LVT to be removed
Unit 160	All LVT to be removed
	1' from floor entry walls
Unit 159	Remove all LVT
	Cut drywall 18' from floor in in kichen, hall and bedroom as indicated on drawing
	Cut ceiling as indicated on drawing
	Remove cabinets in kitchen
Unit 158	All LVT to be removed
	Ceiling at entry into living room and closet as indicated on drawing
	18' drywall from floor as indicated on drawing
Unit 157	All LVT to be removed
	Cut ceiling from entry to start of living room wall as indicated on drawing
	Cut 1' drywall from floor as indicated on drawing

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Unit 156	
	Remove all LVT
	Remove all carpet
	Remove ceiling as indicated on drawing - 10' x 10'
	Remove drywall 1' above floor in closet, bathroomand bedroom as indicated on drawing
1st floor Corridor	
	Cut drwall 18" from floor
	Cut ceiling to expose moisture
2nd Floor Corridor	
	Cut drwall 18" from floor
1st Floor Stair	
	Cut drywall 1' at the fire riser
	Remove flooring
	Cut soffit ceiling to 2nd floor landing
Trash room entry	
	Remove flooring

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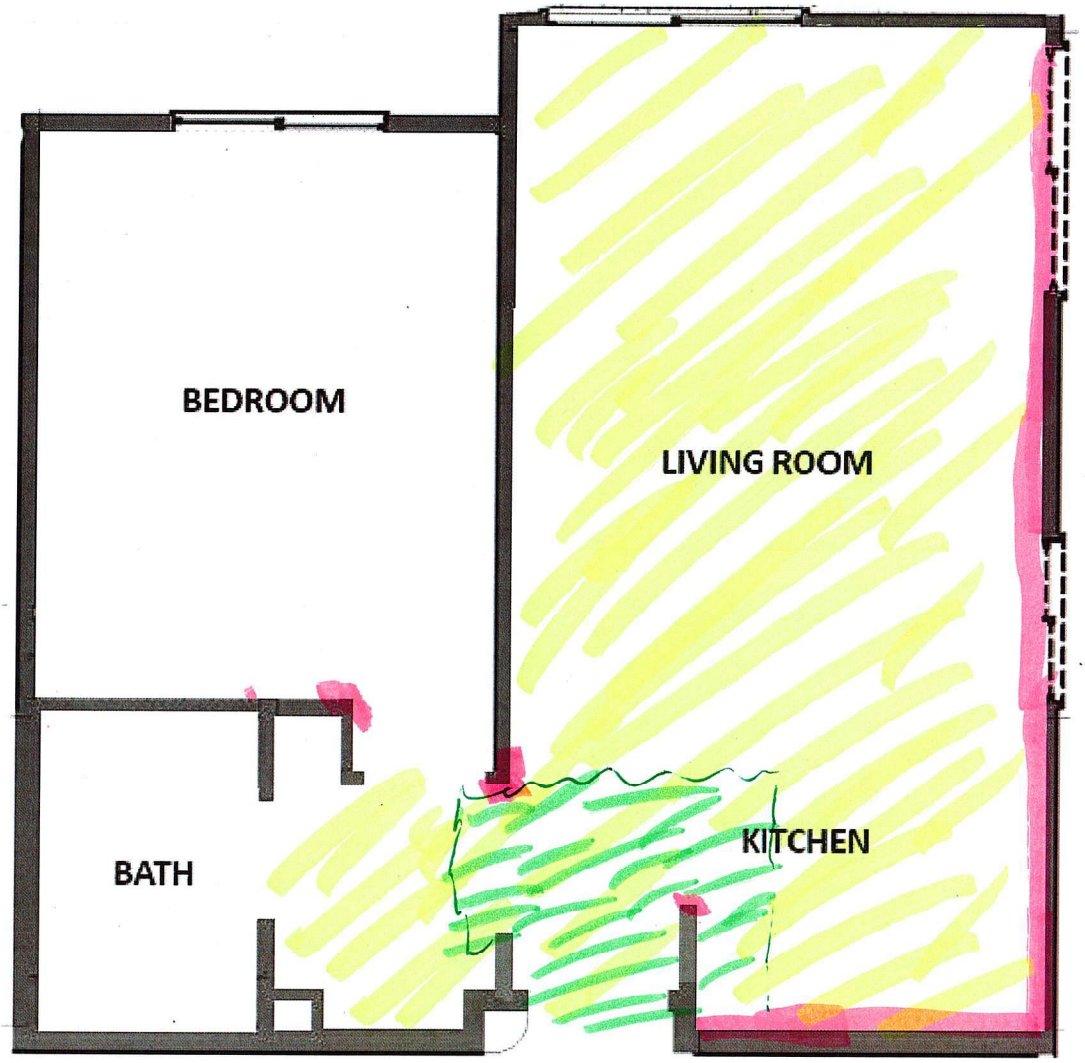
UNIT 156

= WALL
= CEILING
= FLOORING

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

UNIT 157



REMOVE W/B IN KITCHEN / Bedroom closet
REMOVE ALL LVP

= WALLS
= CEILING
= FLOOR

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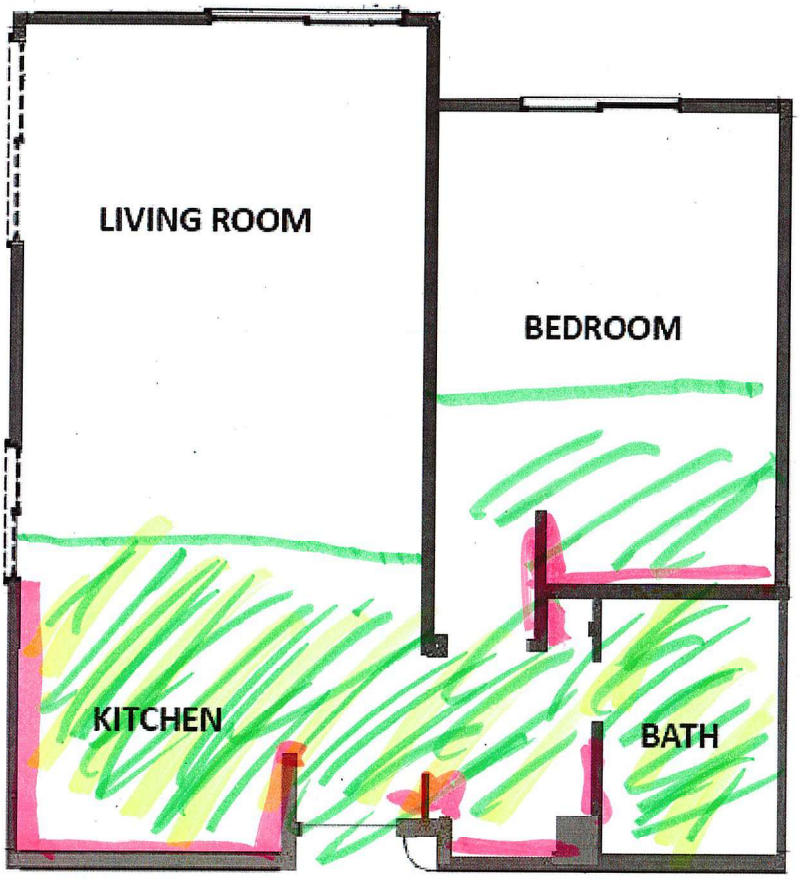
UNIT 158

= WALLS
= CEILING
= FLOORS

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

UNIT 159



CABINETS
All flooring

= WALL
= CEILING
= LVP

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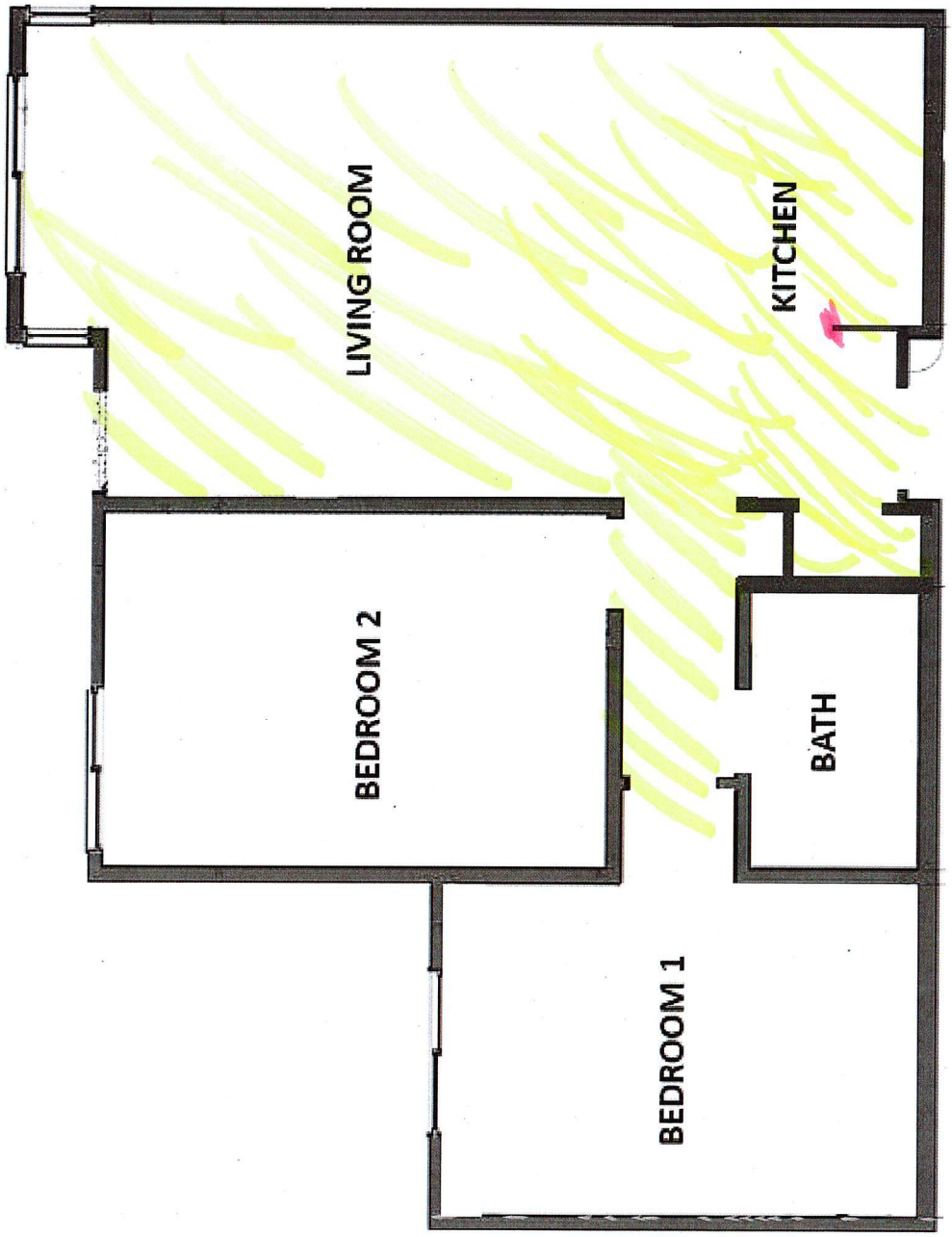

UNIT 160

All LVP in kitchen / Living Room / Hallway.
= wall
= ceiling
= LVP

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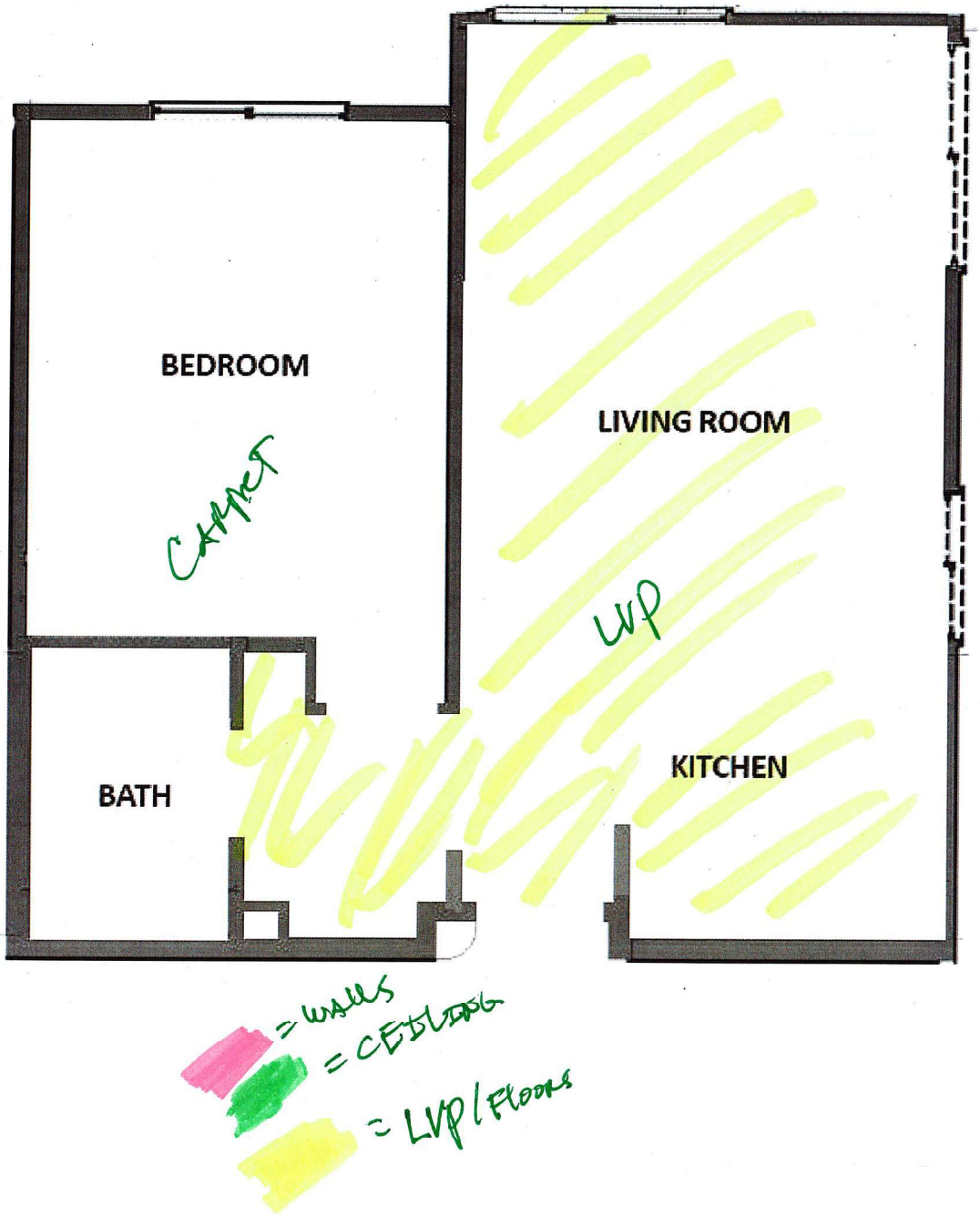
UNIT 161



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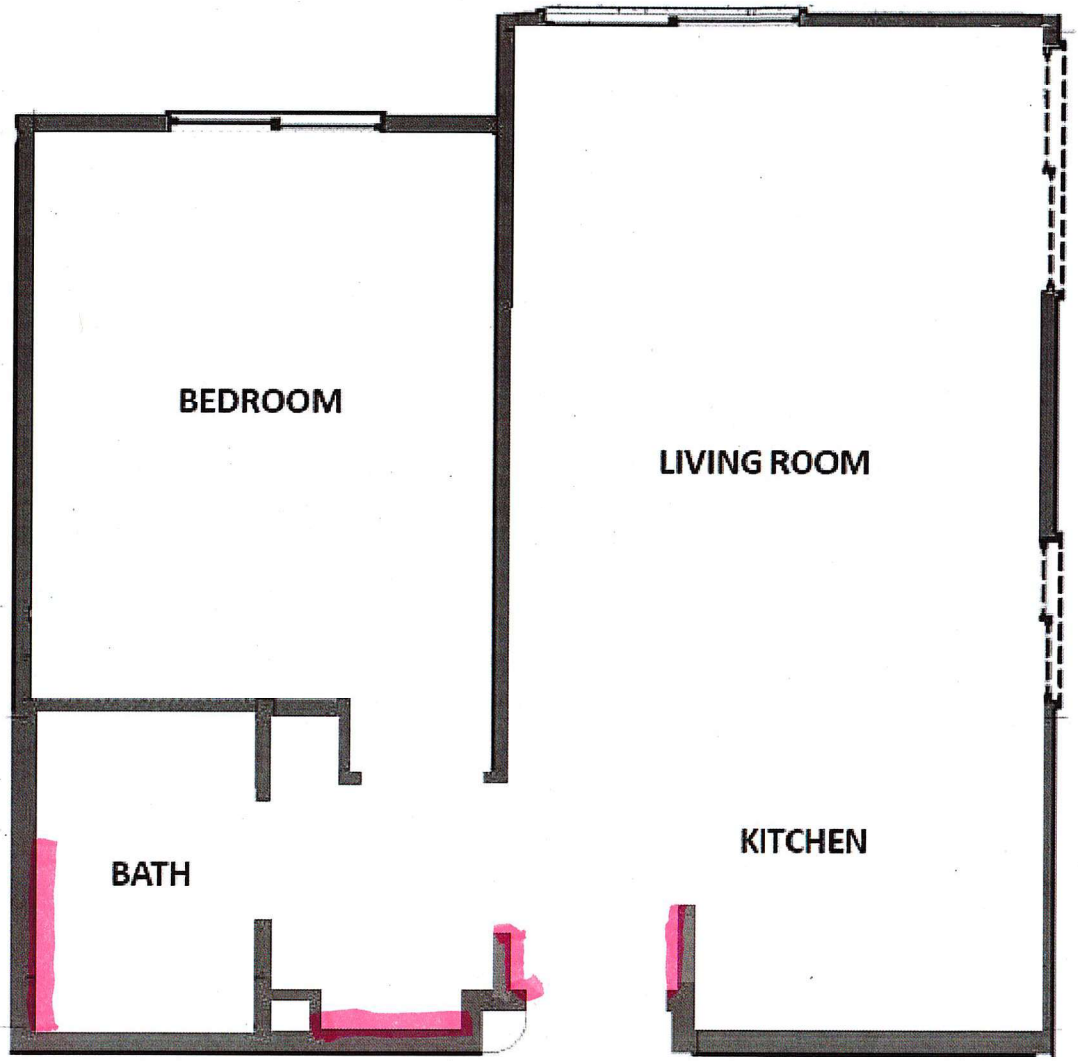
UNIT 261



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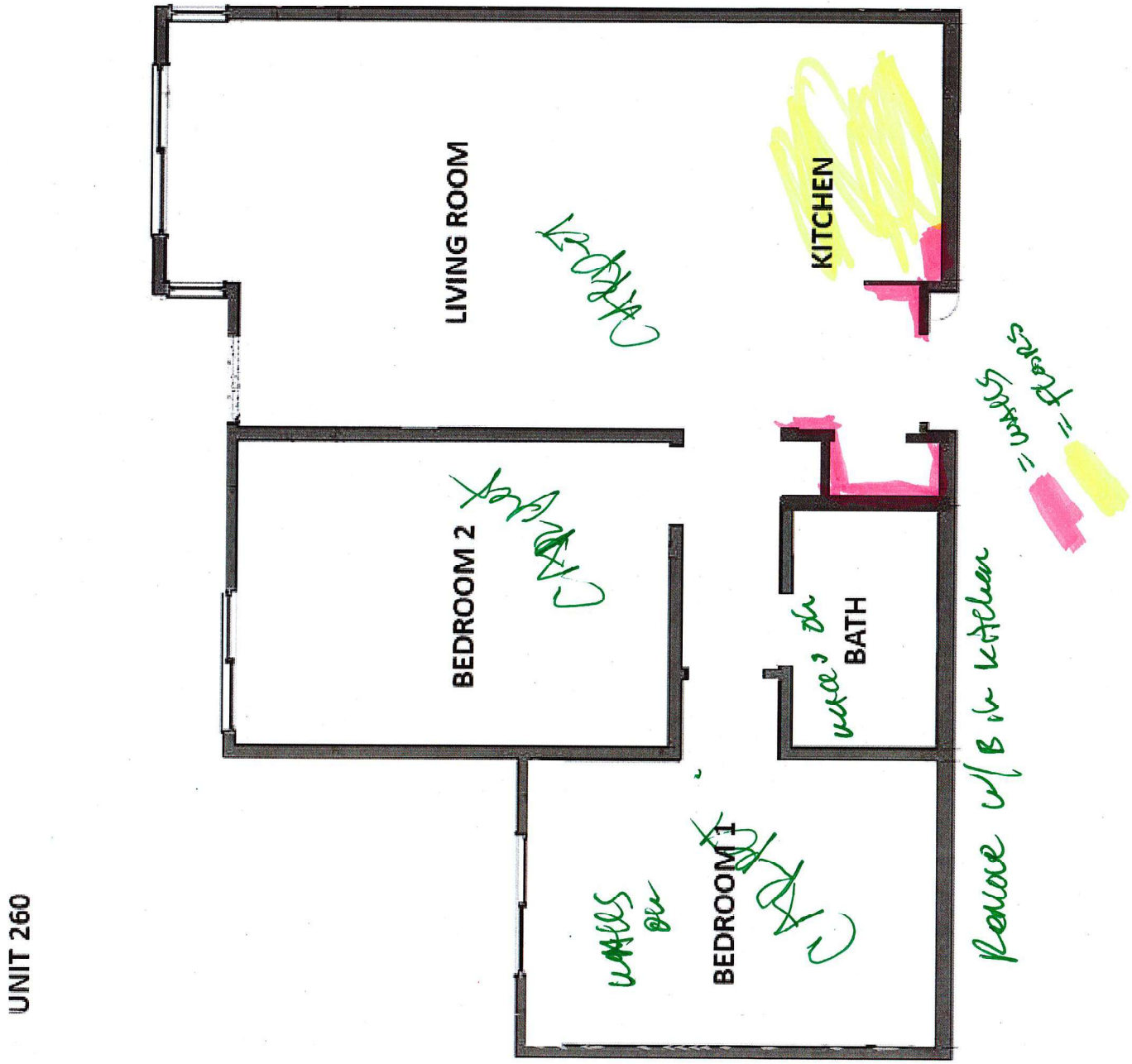

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UNIT 259

Floors IN KITCHEN & BATHROOM ONLY
All OTHER Floors Already Demo

= walls
= CEILING
= floors

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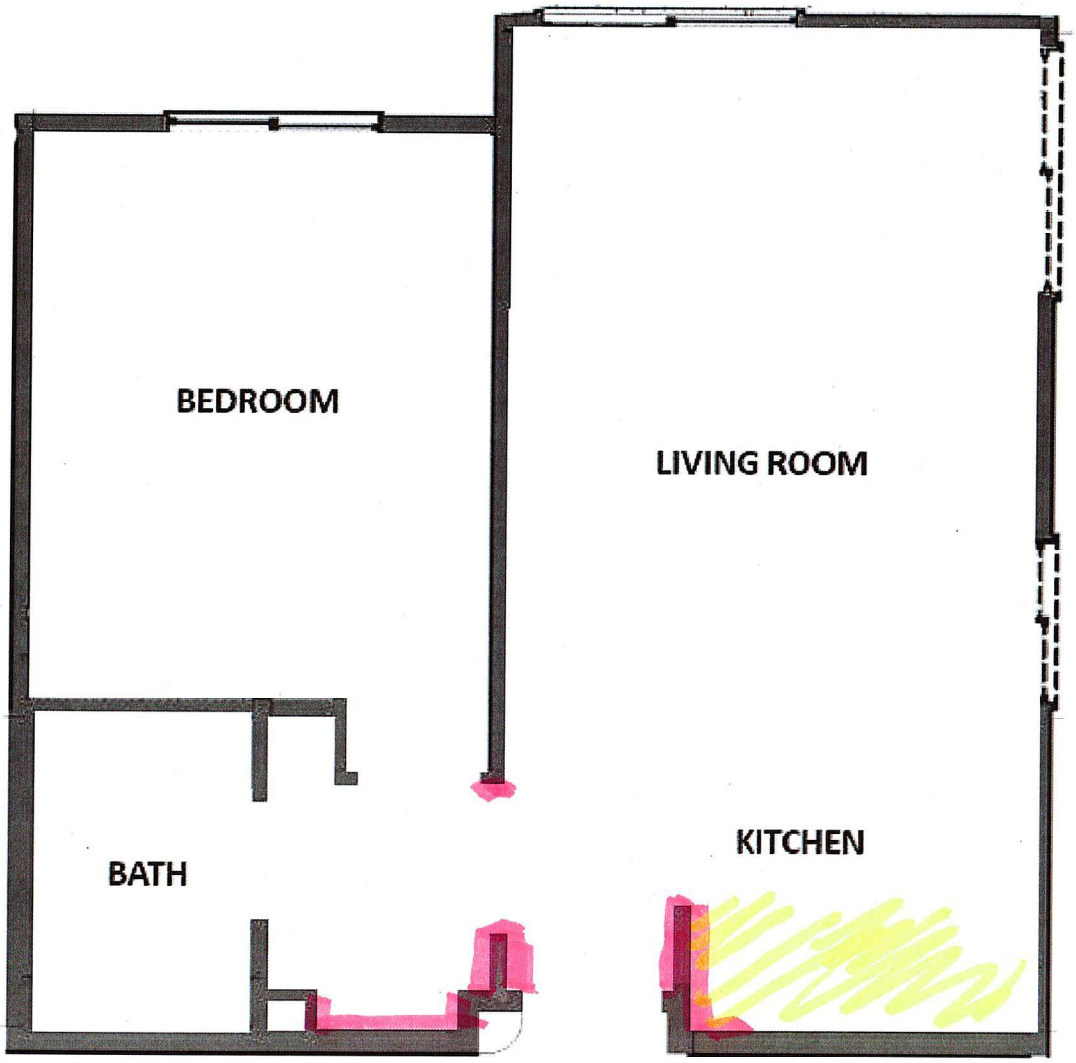
UNIT 258

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

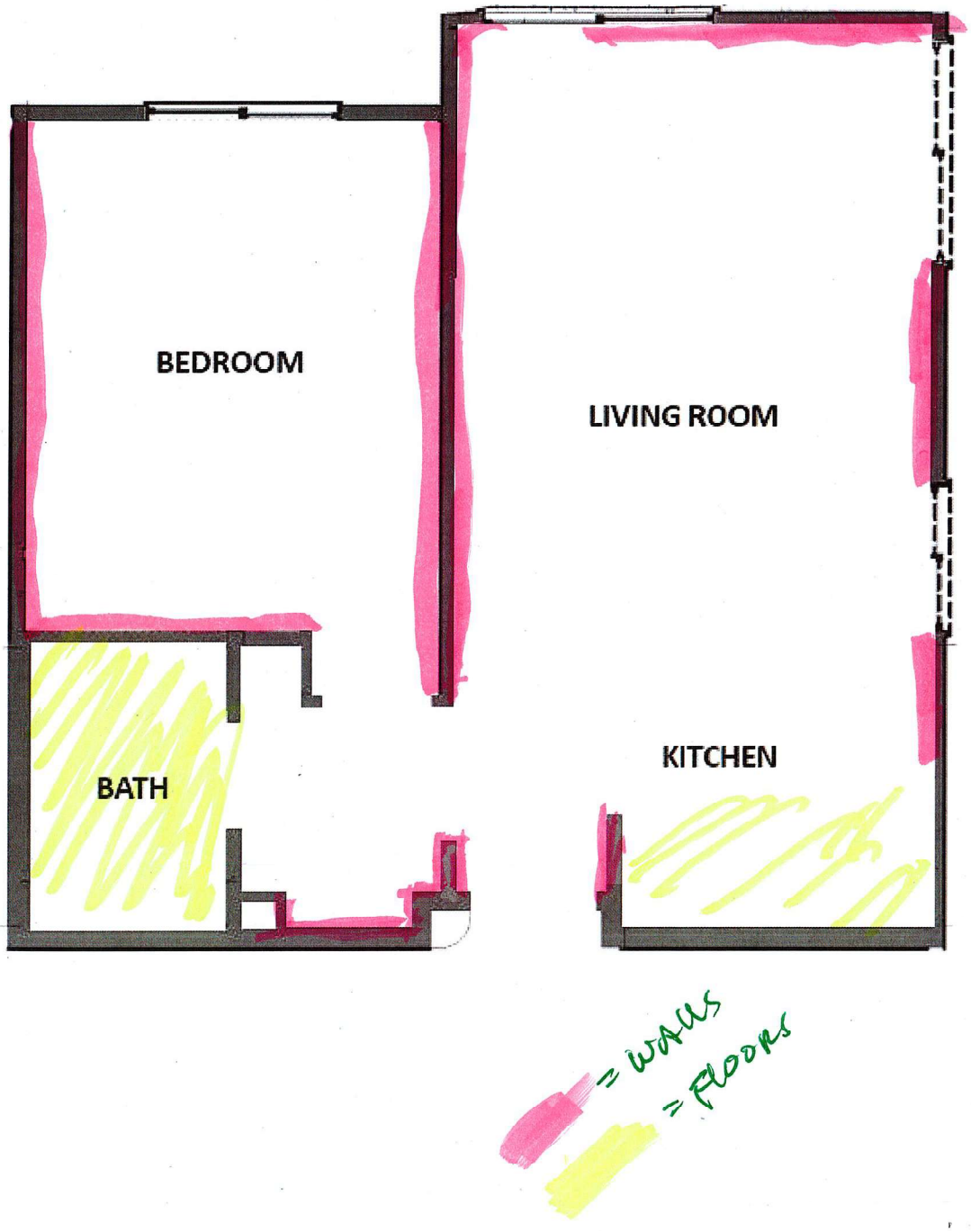
UNIT 257



Demo KITCHEN FLOORING
= WALLS
= FLOOR

Docusign Envelope ID: 455E38EF-C468-8E8C-8051-046B7E73041C

UNIT 256



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CONTRACT NAME_____ AHA CONTRACT _____

EXHIBIT E

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACT (FORM HUD-5370)

[See Attached]

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General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any construction/development contract greater than $250,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

T

	Clause	Page		Clause	Page
1	Definitions	2		**Administrative Requirements**	
2	Contractor's Responsibility for Work	2	25.	Contract Period	9
3	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	*10*
5	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6	Construction Progress Schedule	3	30.	Suspension of Work	11
7	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8	Differing Site Conditions	4	32.	Default	11
9	Specifications and Drawings for Construction	4	33.	Liquidated	12
10	As-Built Drawings	5	34.	Termination of Convenience	12
11	Material and Workmanship	5	35.	Assignment of Contract	12
12	Permits and Codes	5	36.	Insurance	12
13	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24	Prohibition Against	9	48.	Procurement of Recovered	19
	Liens			Materials	

1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the or premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

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(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4)Not Applicable; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

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reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA, hidden conditons, excepted..

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

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8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) Not Applicable or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and,

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Const

(a) Definitions. As used in this clause -
(1) “Acceptance” means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
(2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
(3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction** PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

retain ten (10) percent of the amount of progress

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in

subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

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proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $ _____ Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount]

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per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/ Seller agrees as follows:

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training,including apprenticeship

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(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit
access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions in cluding sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

( ) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

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EXHIBIT F

INSURANCE REQUIREMENTS

General Requirements

(i) During the performance of the work and until its acceptance by Authority, Contractor and each Subcontractor shall maintain in full force public liability and property damage insurance in accordance with this Exhibit F.

(ii) Before commencing work, Contractor and each of its Subcontractors shall furnish Authority with a Certificate of Insurance, in triplicate (naming the Housing Authority of the City of Alameda as the Certificate Holder) indicating insurance coverage with respect to the liability assumed under the provisions of this Exhibit F, and shall further indicate the insurance coverage is in force and will cover all operations under the contract with minimum limits as shown below:

Contractor

(1) Workers' Compensation Insurance that meets statutory limits and Employer's Liability limit at not less than One Million and No/100ths Dollars ($1,000,000.00) per occurrence.

(2) Commercial General Liability including Blanket Contractual Liability, Employees as Additional Insured, Completed Operations-Products Liability, and deletion of any exclusion pertaining to explosion, collapse, and underground property damage hazards, Personal Injury Liability endorsement, Property Damage Liability including Broad Form Property Damage endorsement.

The minimum limits of liability shall be:

Contractor:

$2,000,000	Combined Single Limit per Occurrence Bodily Injury and Property Damage
$4,000,000	General Aggregate Limit
$1,000,000	Products and Completed Operations Aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment, and contractor shall continue to furnish evidence of such coverage to Authority on an annual basis during the aforementioned period.

Liability Insurance shall be written to cover all claims incurred during the term of this Agreement or out of any work performed pursuant to this Agreement, regardless of when such claim shall be first made against Authority and/or Contractor. Should any required liability

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insurance be written on a claims-made basis, Contractor shall continue to provide such evidence of coverage for four (4) years after completion and acceptance of the Project.

(3) Comprehensive Automobile Liability Insurance applicable to any owned, non-owned or hired vehicles in limits not less than the following:

One Million and No/100ths Dollars ($1,000,000.00) per occurrence Combined Single Limit of Bodily Injury and Property Damage Liability.

The limits required in numbers 2 and 3 above may be satisfied through any combination of limits under primary liability and automobile liability policies and excess/umbrella liability policies.

Subcontractors

Contractor shall require that all Subcontractors maintain and provide evidence of insurance as follows:

Commercial General Liability:

Bodily Injury & Property Damage:	$1,000,000 per occurrence;
Personal Injury:	$1,000,000;
General Aggregate:	$2,000,000;
Products/Completed Operations Aggregate:	$1,000,000;
Automobile Bodily Injury and Property Damage Liability:	$1,000,000 per occurrence; and
Workers' Compensation Statutory Employers' Liability	$1,000,000.

With the exception of Workers' Compensation insurance, each policy shall be endorsed to include Authority and Contractor as additional insureds, and shall also provide the following:

All liability policies shall be endorsed to state that the Subcontractor's coverage shall be considered primary and non-contributory, and that any liability insurance carried by Authority or Contractor shall be considered excess.

All policies of insurance required of the Subcontractor shall be endorsed to state that the insurer will provide Authority and Contractor with a thirty (30)-calendar day notice of cancellation or non-renewal. Prior to the time of commencement of the subcontract, Subcontractors shall be required to deliver to Contractor certificates providing evidence of the insurance required under this provision, along with copies of the endorsements required above.

Hazardous Materials: Contractor shall require the hazardous materials removal subcontractor(s) to provide insurance for liability arising out of removal and disposal of all

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hazardous materials from the Property. Such insurance shall be for the minimum limits of One Million and No/100ths Dollars ($1,000,000.00) per occurrence and Two Million and No/100ths Dollars ($2,000,000.00) in the aggregate, and shall name the Housing Authority of the City of Alameda and Contractor as additional insureds. The limits required in this Paragraph B may be satisfied by any combination of primary and excess/umbrella policies.

Contractor shall take responsible steps to ensure that each of the Subcontracts and subordinate subcontractors assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of work provided for under the Contract, and shall cooperate with the insurer in all litigated claims and demands or defense which the insurer is called upon to adjust or resist which arise out of said work.

Proof of the above insurance policies furnished at Contractor's expense, and applicable to all operations under the Contract, must be provided to Authority prior to commencement of work under a Contract. Coverage shall be placed with insurance companies with A.M. Best Co.'s rating of no less than A-VII. The policy must name Authority as an additional insured and the consultant must provide Authority with Certificates of Insurance for the preceding coverage's. The insurance policies must provide a thirty (30)-calendar day notice of cancellation and be primary to any other insurance carried by Authority.

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CONTRACT NAME_____ AHA CONTRACT _____

EXHIBIT G

DAVIS BACON WAGE RATES

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PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL CARPENTER#

RESIDENTIAL DETERMINATION: R-23-31-1-2025-1A
Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2025

EXPIRATION DATE: June 30, 2026**
The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY:
All localities within Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Carpenter	$66.41
Residential Hardwood Floorlayers	$66.56
Residential Shinglers	$66.56
Residential Power Saw Operators	$66.56
Residential Steel Scaffold and Steel Shoring Erectors	$66.56
Residential Saw Filers	$66.56

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	$14.37 per hour worked
Pension	$11.55 per hour worked

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please email a request to statistics@dir.ca.gov or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

(Continued)

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Employer Payments	Amount
Vacation/Dues	$6.08 per hour worked[1]
Training	$1.31 per hour worked
Other	$3.77 per hour worked[2]

PREDETERMINED INCREASE(S):
Effective on July 1, 2026, there will be an increase of $5.32 allocated to wages and/or fringes. There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:
Eight (8) consecutive hours per day, Monday through Friday, shall constitute a day's work. Saturday in the same workweek may be worked at a straight-time rate if a job is shut down during the normal workweek due to inclement weather.

OVERTIME:
One and one-half (1½x) the basic straight-time hourly rate will be paid for the first four (4) daily overtime hours and the first eight (8) hours worked on Saturday. Double (2x) the basic straight-time hourly rate will be paid for all hours worked in excess of the first four daily overtime hours and the first eight hours on Saturday and all hours worked on Sundays and Holidays. For the four designated off/holidays, one and one-half (1½x) the basic straight-time hourly rate will be paid for the first eight (8) hours worked.

RECOGNIZED HOLIDAYS:
New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of the holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

The following days will be designated off/holidays:
2025: Friday, January 17th, Friday, May 23rd, Friday, August 29th, Friday, December 26th.
2026: Friday, January 2nd, Friday, February 13th, Friday, May 22nd, Friday, September 4th.
2027: Friday, January 15th, Friday, May 28th, Friday, September 3rd, Friday, November 12th.

TRAVEL AND SUBSISTENCE:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

[1] Includes an amount for work fees.
[2] Includes an amount for Annuity Trust Fund, Industry Promotion Fund, Contract Work Preservation, Carpenter Employers Contract Administration, Carpenters International Training Fund, and Vacation/Holiday/Sick Leave Admin.

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PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL ELECTRICIAN [#]

RESIDENTIAL DETERMINATION: R-61-595-1-2025-1
Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2025

EXPIRATION DATE: May 31, 2026**
The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

LOCALITY:
All localities within Alameda County

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Electrician: Inside Wireman	$76.00
Residential Electrician: Inside Wireman Second Shift	$89.17
Residential Electrician: Inside Wireman Third Shift	$99.89
Residential Electrician: Cable Splicer	$87.40
Residential Electrician: Cable Splicer Second Shift	$102.55
Residential Electrician: Cable Splicer Third Shift	$114.87

[#] Indicates an apprenticeable craft. There are no separate residential apprentice wage rates for this determination. To obtain apprentice wage rates applicable to residential work, please refer to the General Prevailing Wage Apprentice Determinations (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

(Continued)

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EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments: Residential Electrician: Inside Wireman	**Amount**
Health & Welfare	$20.46 per hour worked
Pension	$26.25 per hour worked [1]
Training	$2.36 per hour worked
Other	$1.45 per hour worked[2]

Employer Payments: Residential Electrician: Inside Wireman Second Shift	**Amount**
Health & Welfare	$21.82 per hour worked
Pension	$28.25 per hour worked [1]
Training	$2.62 per hour worked
Other	$1.63 per hour worked [2]

Employer Payments: Residential Electrician: Inside Wireman Third Shift	**Amount**
Health & Welfare	$23.38 per hour worked
Pension	$30.39 per hour worked [1]
Training	$2.84 per hour worked
Other	$1.79 per hour worked [2]

[1] Includes an amount equal to 3% of the Basic Hourly Rate for the National Employees Benefit Fund (NEBF) which is factored at the applicable overtime multiplier. Pursuant to Labor Code sections 1773.1 and 1773.8 the amount paid for this employer payment may vary resulting in a lower taxable basic hourly rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

[2] Includes amounts for the Electrical Contractors Trust of Alameda County (ALA ECT), the Labor Management Cooperation Committee Fund (LMCC), and an amount equal to 1.05% of the Basic Hourly Rate for Contract Administration Fund (CAF). Amount for Contract Administration Fund is factored at the applicable overtime multiplier:
Residential Electrician: Inside Wireman: ALA ECT is $0.15, LMCC is $0.50, CAF is $0.80.
Residential Electrician: Inside Wireman Second Shift: ALA ECT is $0.16, LMCC is $0.53, CAF is $0.94.
Residential Electrician: Inside Wireman Third Shift: ALA ECT is $0.17, LMCC is $0.57, CAF is $1.05.
Residential Electrician: Cable Splicer: ALA ECT is $0.15, LMCC is $0.50, CAF is $0.92.
Residential Electrician: Cable Splicer Second Shift: ALA ECT is $0.16, LMCC is $0.53, CAF is $1.08.
Residential Electrician: Cable Splicer Third Shift: ALA ECT is $0.17, LMCC is $0.57, CAF is $1.21.

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Employer Payments: Residential Electrician: Cable Splicer	**Amount**
Health & Welfare	$20.46 per hour worked
Pension	$26.59 per hour worked [1]
Training	$2.36 per hour worked
Other	$1.57 per hour worked [2]

Employer Payments: Residential Electrician: Cable Splicer Second Shift	**Amount**
Health & Welfare	$21.82 per hour worked
Pension	$28.65 per hour worked [1]
Training	$2.62 per hour worked
Other	$1.77 per hour worked [2]

Employer Payments: Residential Electrician: Cable Splicer Third Shift	**Amount**
Health & Welfare	$23.38 per hour worked
Pension	$30.84 per hour worked [1]
Training	$2.84 per hour worked
Other	$1.95 per hour worked [2]

PREDETERMINED INCREASE(S):

Effective June 1, 2026: $4.95 to be allocated to wages and/or employer payments.

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:
Eight (8) hours per day, forty (40) hours per week, Monday through Friday, shall constitute a workweek.

OVERTIME:
One and one-half times (1½x) the basic straight-time hourly rate shall be paid for all overtime hours worked Monday through Saturday. Double (2x) the basic straight-time hourly rate will be paid for all other work including all work performed on Sundays and Holidays. Saturdays, Sundays and Holidays shall be paid at the non-shift rate. Workers employed on the 2nd shift shall receive eight (8) hours pay for seven and one-half (7.5) hours of work. Workers employed on the 3rd shift shall receive (8) hours pay for seven (7) hours of work.

RECOGNIZED HOLIDAYS:
Martin Luther King Jr. Day, New Year's Day, Washington's Birthday (Presidents' Day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, or days celebrated as such, shall be paid for at double the straight time rate of pay.

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When holidays fall on a Saturday, they shall be celebrated on the previous Friday. When holidays fall on a Sunday, they shall be celebrated on the following Monday. When Christmas Day falls on a Saturday, the holiday will be celebrated on the following Monday. When Christmas Eve falls on a Sunday, the holiday will be celebrated on the previous Friday.

The following days will be Designated Off-Days:
February 13, 2026, February 12, 2027
May 22, 2026, May 28, 2027
July 6, 2026
September 4, 2026

No work shall be performed on Labor Day, except in case of emergency, and then only after the Business Manager of the Union grants permission.

TRAVEL AND SUBSISTENCE:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL PLASTER TENDER #

RESIDENTIAL DETERMINATION: R-102-166-1-2025-1
Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2025

EXPIRATION DATE: June 30, 2026*
Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:
All localities within Alameda and Contra Costa Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Plaster Tender	$42.21

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	$11.10 per hour worked
Pension	$16.31 per hour worked
Vacation & Holiday	$5.56 per hour worked[1]
Training	$0.50 per hour worked
Other	$0.48 per hour worked[2]

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please email a request to statistics@dir.ca.gov or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.
[1] Includes Supplemental Dues.
[2] Amount is for Industry Fund.

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PREDETERMINED INCREASE(S):
No Predetermined Increases.

STRAIGHT TIME HOURS:
The regular workweek shall consist of eight (8) hours per day, Monday through Friday.

OVERTIME:
The first four (4) daily overtime hours worked in excess of the eight (8) hour workday and the first twelve (12) hours worked on Saturday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime is paid at double (2x) the basic straight-time hourly rate including all hours worked on Sundays and holidays.

RECOGNIZED HOLIDAYS:
New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any holiday falls on a Sunday, the Monday following shall be considered a legal holiday. If any of the holidays falls on a Saturday, the preceding Friday shall be observed as a holiday. No work shall be required on Labor Day, except in cases of an extreme emergency.

TRAVEL AND SUBSISTENCE:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

CRAFT: RESIDENTIAL PLUMBER #

RESIDENTIAL DETERMINATION: R-204-342-3-2025-1
Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2025

EXPIRATION DATE: December 31, 2025*
Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY:
All localities within Alameda County.

WAGE RATES:

Classification(s)	Basic Straight-Time Hourly Rate
Residential Journeyman	$53.95
Residential Helper Class 1 (0-1500 hours)[1]	$32.32[2]
Residential Helper Class 2 (1501 - 3000 hours)[1]	$37.57[2]
Residential Helper Class 3 (3001 - 4500 hours)[1]	$42.82[2]
Residential Helper Class 4 (4501 - 6000 hours)[1]	$46.08[2]

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please email a request to statistics@dir.ca.gov or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.
[1] The Employer may employ two (2) Residential Helpers for each Residential Journeyman on each project.
[2] Includes an amount for Dues check off ($1.82 for Journeyman; $1.12 for Helper 1; $1.30 for Helper 2; $1.47 for Helper 3; $1.56 for Helper 4; $0.94 for Trainee).

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Classification(s)	Basic Straight-Time Hourly Rate
Residential Trainee[3]	$27.82[2]

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments (Residential Journeyman)	Amount
Health & Welfare:	$12.50 per hour worked
Pension:	$8.25 per hour worked
Training:	$1.10 per hour worked
Other:	$0.35 per hour worked[4]

Employer Payments (Residential Helper 1-3)	Amount
Health & Welfare:	$12.50 per hour worked
Pension:	$6.25 per hour worked
Training:	$1.10 per hour worked
Other:	$0.35 per hour worked[4]

Employer Payments (Residential Helper 4)	Amount
Health & Welfare:	$12.50 per hour worked
Pension:	$8.25 per hour worked
Training:	$1.10 per hour worked
Other:	$0.35 per hour worked[4]

Employer Payments (Residential Trainee)	Amount
Health & Welfare:	$12.50 per hour worked
Pension:	$0.25 per hour worked
Training:	$1.10 per hour worked
Other:	$0.35 per hour worked[4]

PREDETERMINED INCREASE(S):
There are no increases applicable to this determination.

[3] The Employer may employ one (1) Residential Trainee for every four (4) Residential Journeymen and Helpers per project. Residential Trainees can advance to Class 1 after working 1500 hours.
[4] Includes an amount ($0.30) for Contract Administration.

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STRAIGHT TIME HOURS:
Eight (8) hours per day, forty (40) hours per week, Monday through Friday.

OVERTIME:
When the workweek consists of five (5) eight (8) hour days, Monday through Friday, all hours performed in excess of the eight (8) hour workday and all hours performed on Saturday, shall be paid at one and one-half (1 1/2) times the straight time rate. All work performed on Sundays and holidays shall be paid at the double time rate.

RECOGNIZED HOLIDAYS:
New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, November 11th, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. If any of said holidays fall on Sunday, the Monday following shall be considered a legal holiday. When a holiday falls on Saturday, the Friday before shall be considered a holiday and when a holiday falls on Thursday, the following Friday shall also be considered a legal holiday. When a holiday falls on a Friday, the following Saturday shall be paid at the holiday rate. When a holiday falls on Monday, the preceding Saturday shall be paid at the holiday rate.

TRAVEL AND SUBSISTENCE:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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CRAFT: RESIDENTIAL SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS) #

RESIDENTIAL DETERMINATION: R-204-483-1-2025-1
Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2025

EXPIRATION DATE: August 2, 2026**
The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

LOCALITY:
All localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Sprinkler Fitter	$49.82[12]

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare:	$7.75 per hour worked
Pension:	$9.40 per hour worked
Training:	$0.90 per hour worked
Other:	$0.40 per hour worked

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates, please send an email to statistics@dir.ca.gov or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.
[1] Includes an amount withheld for Vacation.
[2] Includes an amount withheld for Working Dues.

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PREDETERMINED INCREASE(S):

Effective August 3, 2026, there will be an increase of $2.00 allocated to wages and/or fringes.

Effective August 2, 2027, there will be an increase of $2.00 allocated to wages and/or fringes.

Effective July 31, 2028, there will be an increase of $2.00 allocated to wages and/or fringes.

Effective July 30, 2029, there will be an increase of $2.00 allocated to wages and/or fringes.

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:
Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

OVERTIME:
One and one-half (1½x) the basic straight-time hourly rate will be paid for work performed in excess of eight (8) hours of the regular work day and over forty (40) hours during the regular work week and for all work on Saturdays. Saturday in the same work week may be worked at straight time if the job is shutdown during the normal workweek due to inclement weather. Double (2x) the basic straight-time hourly rate will be paid for all work performed on Sundays and Holidays.

RECOGNIZED HOLIDAYS:
New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

If a Holiday falls on Sunday, the Monday following the holiday will be considered the Holiday. If the Holiday falls on Saturday, the preceding Friday will be considered the Holiday.

Designated days off, if worked, shall be paid at the Saturday Rate. The following days will be considered designated days off:

2026: February 13, May 22, July 6, September 4
2027: February 12, May 28, September 3, December 23
2028: February 18, May 26, September 1, December 22
2029: February 16, May 25, July 5, August 31
2030: February 15, May 24, July 5, August 30

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TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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CRAFT: RESIDENTIAL SHEET METAL WORKER#

RESIDENTIAL DETERMINATION: R-166-104-1-2025-1
Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2025

EXPIRATION DATE: June 28, 2026*
Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY:
All localities within Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma and Trinity Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Sheet Metal Worker	$52.31 [1]
Residential Sheet Metal Worker (Special Shift)	$58.59 [1]
Residential Sheet Metal Worker (Second Shift)	$57.54 [1]
Residential Sheet Metal Worker (Third Shift)	$60.16 [1]
Residential A/C Pro	$40.55 [1]
Residential A/C Pro (Special Shift)	$45.42 [1]
Residential A/C Pro (Second Shift)	$44.61 [1]
Residential A/C Pro (Third Shift)	$46.63 [1]
Residential A/C Specialist	$35.25 [1]

# Indicates an apprenticeable craft. There are no separate residential apprentice wage rates for this determination. To obtain apprentice wage rates applicable to residential work, please refer to the General Prevailing Wage Apprentice Determinations (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).
[1] Includes amounts for Vacation/Holiday and Dues Check-Off.

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Classifications	Basic Straight-Time Hourly Rate
Residential A/C Specialist (Special Shift)	$39.48 [1]
Residential A/C Specialist (Second Shift)	$38.78 [1]
Residential A/C Specialist (Third Shift)	$40.54 [1]
Residential Service Mechanic	$44.53 [1]
Residential Service Mechanic (Special Shift)	$49.87 [1]
Residential Service Mechanic (Second Shift)	$48.98 [1]
Residential Service Mechanic (Third Shift)	$51.21 [1]
Residential Service Technician	$40.17 [1]
Residential Service Technician (Special Shift)	$44.99 [1]
Residential Service Technician (Second Shift)	$44.19 [1]
Residential Service Technician (Third Shift)	$46.20 [1]

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments: Residential Sheet Metal Worker	Amount
Health & Welfare:	$17.67 per hour worked
Pension:	$25.49 per hour worked [2]
Training:	$1.55 per hour worked
Other:	$0.15 per hour worked [3]

Employer Payments: Residential A/C Pro	Amount
Health & Welfare:	$17.07 per hour worked
Pension:	$12.59 per hour worked [2]
Training:	$1.29 per hour worked
Other:	$0.15 per hour worked [3]

[2] Includes an amount for Profit Sharing Plan ($5.50) that is factored at the applicable overtime multiplier ($2.44 for Residential A/C Pro; $1.10 for Residential A/C Specialist; $2.50 for Residential Service Mechanic; $1.50 for Residential Service Technician). Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

[3] Includes an amount for the Industry Promotion Fund ($0.15).

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Employer Payments: Residential A/C Specialist	**Amount**
Health & Welfare:	$17.07 per hour worked
Pension:	$5.33 per hour worked [2]
Training:	$1.29 per hour worked
Other:	$0.15 per hour worked [3]

Employer Payments: Residential Service Mechanic	**Amount**
Health & Welfare:	$17.07 per hour worked
Pension:	$17.36 per hour worked [2]
Training:	$1.31 per hour worked
Other:	$0.15 per hour worked [3]

Employer Payments: Residential Service Technician	**Amount**
Health & Welfare:	$17.07 per hour worked
Pension:	$11.15 per hour worked [2]
Training:	$1.31 per hour worked
Other:	$0.15 per hour worked [3]

PREDETERMINED INCREASE(S):
No Predetermined Increases.

STRAIGHT TIME HOURS:
Eight (8) hours per day, Monday through Friday, shall constitute a day's work. Saturday in the same workweek may be worked at straight time if the job is shutdown during the normal workweek due to inclement weather. The Special Shift shall be 8 hours worked for 8 hours pay. The Second Shift shall be 7.5 hours worked for 8 hours of pay. The Third Shift shall be 7 hours worked for 8 hours pay.

OVERTIME:
The first two (2) overtime hours, Monday through Friday, and the first eight (8) hours worked on Saturday (First 7.5 hours for Second Shift, first 7 hours for Third Shift) will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:
New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and the day after Christmas. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday. If any of the holidays fall on Saturday, the Friday preceding shall be considered a holiday. When

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Christmas falls on Friday, Saturday, or Sunday, Friday and Monday shall be observed as holidays.

TRAVEL AND SUBSISTENCE:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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CONTRACT NAME_____ AHA CONTRACT _____

EXHIBIT H

AHA SECTION 3 POLICY

SECTION 3 ONLY APPLICABLE WHEN CONTRACTOR HIRES STAFF FOR THIS CONTRACTED WORK

[See Attached]

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CONTRACT NAME_____ AHA CONTRACT _____

EXHIBIT I

SECTION 3 CERTIFICATION

SECTION 3 AFFIRMATIVE ACTION PLAN

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

_____

(Contractor)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible

- Training and employment opportunities will be given to lower income residents of the project; and

- Contracts for work in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of project.

_____ will initiate the following actions to insure utilization of lower income project residents as employees or trainees and to incorporate project area small business as subcontractors and supplies:

1. Contractor will establish and maintain a directory of service organizations, job referral agencies and manpower training programs operating within, or serving, project area residents.

2. Contractor will submit prior to the award of a contract, a signed assurance to comply with Section 3 regulations and requirements.

3. Contractor will provide, prior to the signing of a contract, a statement of new work force needs, including trainee positions.

4. Contractor will notify Community based organizations of available employment opportunities, and shall maintain records of response from such organizations.

5. Contractor will undertake personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs.

6. Contractor will maintain a file of the names and addresses of each low income resident worker referred and what action was taken with respect to each referred worker (Attached).

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7. Contractor will include the Section 3 clause in every subcontract for work in connection with HUD projects (Attached).

8. For each subcontract, the Prime Contractor will submit, prior to Contract award, the Section 3 Affirmative Action Plans of its subcontractors.

9. Contractor will not attempt to circumvent Section 3 Provisions.

10. Contractor will make a good faith effort to employ or fill training positions with lower income project area residents, will, as a minimum, provide evidence of the following:

(a) Attempts to recruit from the project area through location advertising media, community organizations, public and private agencies operating within or serving the project area, such as the State Employment Department, and the Private Industry Council.

(b) Maintain a list of all lower income area residents who have applied either on their own or referral from any source, and if such persons, if otherwise qualified, have been employed.

11. Contractor will make a good faith effort to incorporate project area businesses as Subcontractors and Suppliers.

12. Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

_____ fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any or all of the following actions: Cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any federal program with respect to which the failure or refusal occurred until satisfactory assurances of future compliance have been received.

Authorized Signature: _____ Date: _____

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EXHIBIT J

NOTICE FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY UNDER EXECUTIVE ORDER 11246, AND THE STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

[See Attached]

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Executive Order 11246, As Amended

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A – Duties of the Secretary of Labor

SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, l978 Comp., p. 230]

Subpart B – Contractors' Agreements

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

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1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance

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Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth

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what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

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Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such

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hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D – Sanctions and Penalties

SEC. 209

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be

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cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E – Certificates of Merit

SEC. 213

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The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III – Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302

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a. “Construction contract” as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

c. The term “applicant” as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303

a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary’s functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant’s undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

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SEC. 304

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV – Miscellaneous

SEC. 401

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, l978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402

The Secretary of Labor shall provide administrative support for the execution of the program known as the “Plans for Progress.”

SEC. 403

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President’s Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President’s Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with

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this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.
[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405

This Order shall become effective thirty days after the date of this Order.

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CONTRACT NAME _____ AHA CONTRACT _____

EXHIBIT K

SCHEDULE

SEE EXHIBIT A

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CONTRACT NAME _____ AHA CONTRACT _____

EXHIBIT L

RESERVED

NONE

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HOUSING AUTHORITY OF THE CITY OF ALAMEDA

[DRAFT] Resolution No. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA TO RATIFY THE CONSTRUCTION SERVICES CONTRACT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA AND RESTORATION MANAGEMENT COMPANY FOR EMERGENCY REMEDIATION SERVICES AT INDEPENDENCE PLAZA WITH A MAXIMUM CONTRACT AMOUNT NOT TO EXCEED $219,570.31 FOR A ONE-YEAR TERM TO JUNE 4, 2027, AND TO AUTHORIZE THE EXECUTIVE DIRECTOR (OR DESIGNEE) TO NEGOTIATE AND EXECUTE MULTIPLE CONTRACTS UNTIL THE NEXT AVAILABLE BOARD OF COMMISSIONERS MEETING WHICH INDIVIDUALLY OR AS A TOTAL EXCEED $250,000 FOR FIRE AND FLOOD REPAIR COSTS AT INDEPENDENCE PLAZA UNTIL THE NEXT BOARD OF COMMISSIONERS MEETING; DIRECT THE EXECUTIVE DIRECTOR (OR DESIGNEE) TO REPORT BACK ON EXECUTED CONTRACTS, AS AVAILABLE, TO THE BOARD OF COMMISSIONERS NO LATER THAN THE NEXT AVAILABLE BOARD OF COMMISSIONERS MEETING

WHEREAS, the Housing Authority of the City of Alameda, a public body, corporate and politic, ("Housing Authority") is permitted to transact business and exercise any power inferred pursuant to the Housing Authorities Law (Health and Safety Code Section 34200 et seq.);

WHEREAS, the Housing Authority Board of Commissioners has previously delegated the day-to-day management of the Housing Authority and its affiliates as well as authorization of contracts and expenses up to $250,000 per contract to the Executive Director;

WHEREAS, as the owner and operator of affordable housing and the manager of various affordable housing subsidy programs**,** the Housing Authority must respond to emergency situations, defined as an unforeseen circumstance beyond the control of the AHA that either (a) presents a threat to the performance of AHA functions, (b) will result in loss or damage to property, bodily injury, or loss of life if immediate action is not taken, or (c) failure to act will lead to a regulatory, legal, or financial risk to AHA ("Emergency Circumstance(s)";

WHEREAS, Independence Plaza (IP) was originally developed by AHA in 1990 and contains five buildings with 186 units for seniors. IP has sustained two recent emergency incidents, a fire sprinkler supply line leak/water damage event on April 25, 2026, and a fire/water damage event on May 22, 2026. These incidents affected seventeen units, common area, and exteriors.

WHEREAS, On June 3, 2026, the Board of Commissioners approved the Executive Director to execute contracts for the remediation and repairs for both these incidents, while seeking approvals and direction at the next available Board meetings

WHEREAS, a construction services contract between the Housing Authority of the

City of Alameda and Restoration Management Company for emergency remediation services at Independence Plaza with a maximum contract amount not to exceed $219,570.31 was executed by the Executive Director, on June 11, 2026.

WHEREAS, to facilitate a rapid response and limited disruption to tenants and property operations, the Board of Commissioners desire to delegate to the Housing Authority's Executive Director or designee, the authority to negotiate and execute multiple contracts which individually or as a total exceed $250,000 for fire and flood repair costs at Independence Plaza until the next available Board of Commissioners meeting; provided the Executive Director or designee (i) first consults with the Housing Authority's general counsel to ensure all proposed contracts comply with applicable laws and the Housing Authority's procurement policy, (ii) notifies the Chair of the Board of Commissioners prior to entering into any contracts, (iii) reports back to the Board of Commissioners no later than the next available Board of Commissioners meeting; and (iv) seeks the ratification and approval of the Board of Commissioners for all actions taken;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby ratifies the Construction Services Contract between the Housing Authority of the City of Alameda and Restoration Management Company for emergency remediation services at Independence Plaza with a Maximum Contract Amount not to exceed $219,570.31 for a one-year term to June 4, 2027.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes the Executive Director (or Designee) to negotiate and execute multiple contracts until the next available Board of Commissioners meeting which Individually or as a total exceed $250,000 for fire and flood repair costs at Independence Plaza;

BE IT FURTHER RESOLVED that the Board of Commissioners hereby directs the Executive Director (or designee) to report back on executed contracts, if any, to the Board of Commissioners no later than the next available Board of Commissioners Meeting.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: Commissioners:

Nayes: Commissioners:

Abstain: Commissioners:

Absent: Commissioners:

[SIGNATURES ON NEXT PAGE}

ATTEST:

Vanessa M. Cooper Secretary/Executive Director	Carly Grob, Chair Board of Commissioners

Approved as to form

_____

General Counsel

Adopted: June 17 , 2026

Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: June 17, 2026

Re: Adopt the Resolution which includes all these items:

- Approval to appropriate funds to provide bridge financing to the Corporation in an amount not to exceed Eight Million Four Hundred Thousand and No/100ths Dollars ($8,400,000.00)
- Approve the forms of the Promissory Note in a Principal Amount not to exceed $8,400,000.00 and a Deed of Trust, and authorize the Executive Director to execute such documents, together with such ancillary documents as may be necessary to effectuate the Bridge Loan Transaction with the Alameda Affordable Housing Corporation, subject to approval as to form by General Counsel.
- Authorize execution of the Amendment and Restatement of the Affordable Housing Regulatory Agreement for Parrot Village and Eagle Village.
- Authorize the Executive Director to negotiate and make minor revisions and execute all documents necessary for these transactions.

BACKGROUND

The Housing Authority of the City of Alameda (“AHA”) has historically owned and developed the properties located at the Alameda County Assessor Parcel Number ("APN") 073-0425-002 with common addresses of 1850-1876 Wood Street, 1853-1880 Chapin Street, and 1851-1899 St. Charles Street, each in Alameda, California 94501(“Parrot Village”), and the property located at APN 073-0426-016, with common addresses of 721-747 Eagle Avenue, Alameda, California 94501 (“Eagle Village”) (Collectively, “Properties”).

In May 2021, AHA transferred ownership of both Parrot Village and Eagle Village to the Alameda Affordable Housing Corporation, a California nonprofit public benefit

corporation (“AAHC”) (“Ownership Transfer”) and AHA's legal affiliate. The Ownership Transfer included the execution of an Affordable Housing Regulatory Agreement for Eagle Village, recorded in the records of Alameda County as Document No. 2021247827, and for Parrot Village, recorded in the records of the County of Alameda as Document No. 2021247828 (collectively, “Regulatory Agreements”).

On July 15, 2021, AAHC entered into that certain MultiFamily Loan and Security Agreement (non-recourse) with PNC Bank, National Association, a national banking association (“Lender”) in the original principal amount of $9,300,000.00, as evidenced by a multifamily promissory note and secured by that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in the records of Alameda County as Document No. 2021247825 (“PNC Trust Deed”) (“PNC Loan”). Lender subsequently assigned the PNC Trust Deed to Fannie Mae, a corporation duly organized under the Federal National Mortgage Association Charter Act, as evidenced by that certain Assignment of Deed of Trust entered into on July 15, 2021 and recorded in the Alameda County records as Document No. 202147826.

On July 15, 2021 and further amended on September 1, 2021, AAHC (Eagle Village) entered into an Amended and Restated Promissory Note with AHA for an amount of $12,650,000, and AAHC (Parrot Village) entered into an Amended and Restated Promissory Note for an amount of $6,500,000.00 (collectively, the “Related Party Seller Loans”). These Related Party Seller Loans stipulate that 75% of actual undistributed Residual Receipts from the prior fiscal year shall be paid back from AHA to AAHC. As of June 2026, the AAHC (Eagle Village) and AAHC (Parrot Village) balances owed to AHA were $10,144,377.76 and $3,258,586.60, respectively.

In May 2026, the Board of Commissioners of AHA approved issuing a Bridge Loan in favor of AAHC for the purpose of paying off the PNC Loan on or before August 1, 2026 (“Bridge Loan”). The Board’s approval of the Bridge Loan was provided with the intention that a refinance and redevelopment strategy be considered by the Commissioners at a later date, preferably within the next two years. This Board action is to implement the Bridge Loan.

DISCUSSION

Staff proposes to keep the Bridge Loan as streamlined as possible. The resolution included as Attachment 1 is drafted to provide authority to the Executive Director to negotiate and execute this related party transaction as simply as possible, given the tight timing and close relationship of the parties. Please see the key transaction details below:

1. **Timing.** Because the AHA and AAHC fiscal year ends on June 30th, staff proposes to payoff the PNC Loan after July 1, 2026. The PNC Loan must be paid off by the maturity date of August 1, 2026, which is a Saturday, so for all practical purposes the Bridge Loan must be completed on or before July 31, 2026. Staff has already initiated the payoff due diligence with PNC, N.A. and requested a payoff letter which will include the final payoff amount by the beginning of July

2026.

2. **Bridge Loan Documents.** Staff proposes that AHA enter into new loan documents to provide bridge financing in an aggregate principal amount not to exceed $8,400,000. The loan documents will include a Promissory Note, in substantially the form attached as Attachment 3, and a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, in substantially the form attached as Attachment 4. The loan documents will also include a loan agreement, with the terms as presented below. Staff will also cause a UCC-1 financing statement to be filed to perfect AHA's security interest in the applicable personal property collateral. The Bridge Loan proceeds will be disbursed through a loan escrow, subject to mutually agreed-upon escrow instructions, with the proceeds applied to satisfy and discharge the existing PNC Loan. Staff also recommends obtaining an ALTA lender's title insurance policy evidencing that the Deed of Trust secures a valid first-priority lien against the Properties, subject only to permitted exceptions. Using a subordination agreement, this Bridge loan will be higher in priority than the aforementioned Related Party Seller Loans.
3. **Loan Terms.** The proposed Bridge Loan will bear simple interest at a rate of 4% per annum and will be repaid through monthly payments consisting of 75% of net operating income. The 4% rate mimics current returns from CAMP and LAIF investments and is the opportunity cost of AHA not generating return from these funds. The Bridge Loan will be allocated to Eagle Village and Parrot Village via a reasonable allocation (e.g. via unit mix or income allocation). The loan will mature no later than five years following the effective date, although AAHC intends to refinance the properties and repay the Bridge Loan within approximately two years. The loan may be prepaid at any time without penalty.
4. **Amended and Restated Affordable Housing Regulatory Agreements.** In exchange for receipt of the Bridge Loan, AAHC agrees to amend and restate the Regulatory Agreement and extend its term to expire twenty years following the recording date of the Amended and Restated Regulatory Agreements, attached.
5. **Authority to execute all documents, and to make minor changes to documents.** In the interest of time, staff is seeking authority for the Executive Director to execute all documents, and to make minor changes to the transaction documents as needed to pay off the loan balance in a timely manner, subject to approval as to form by the General Counsel.

FISCAL IMPACT

Approval of the proposed action will authorize AHA to provide bridge financing in an amount not to exceed $8,400,000, subject to the Bridge Loan terms. The Bridge Loan will be funded from available Housing Authority reserve funds which are held for allocation until approval from the Board of Commissioners. These funds are currently held in AHA’s operating bank and investment account.

Staff will draw down on these reserves and will continue to report to the Board of Commissioners on the repayments and outstanding balances of the Bridge Loan. Staff

will also continue to report on the status of the proposed future refinance and redevelopment strategy for Eagle Village and Parrot Village at least quarterly.

CEQA
Not Applicable.

RECOMMENDATION
Adopt the Resolution which includes all these items:

- Approval to appropriate funds to provide bridge financing to the Corporation in an amount not to exceed Eight Million Four Hundred Thousand and No/100ths Dollars ($8,400,000.00)
- Approve the forms of the Promissory Note in a Principal Amount not to exceed $8,400,000.00 and a Deed of Trust, and authorize the Executive Director to execute such documents, together with such ancillary documents as may be necessary to effectuate the Bridge Loan Transaction with the Alameda Affordable Housing Corporation, subject to approval as to form by General Counsel.
- Authorize execution of the Amendment and Restatement of the Affordable Housing Regulatory Agreement for Parrot Village and Eagle Village.
- Authorize the Executive Director to negotiate and make minor revisions and execute all documents necessary for these transactions.

ATTACHMENTS
1. Eagle and Parrot Village Authorizations Staff Report
2. AAHC Resolution - EV PV Bridge Loan Transaction_Draft
3. AHA - Form Note for EV PV Bridge Loan
4. AHA - Form Deed of Trust
5. AHA Form - Affordable Housing Agreement (PV)
6. AHA Form - Affordable Housing Agreement (EV)

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

Eagle and Parrot Village Authorizations

June 17, 2026

Sylvia Martinez
Director of Housing Development

1

Implementing Board Direction from May 2026

1. Paydown Option – Lend AHA reserves to AAHC to paydown the loan to PNC Bank by 8/1/26.
2. Develop terms amenable to both parties
3. Provide authority and flexibility for the Executive Director to implement this transaction timely.

2

Payoff Terms and Considerations

- Payoff to occur soon after new fiscal year (7/1/26)
- Creates a new promissory note to be recorded against both properties
- A loan agreement with repayment terms will include 4% interest and monthly payments for up to five years will be brought forward for ratification at the next available meeting
- Records the updated AHA affordable housing regulatory agreement
- Omitted: Authorize AHA to exercise its Option to Purchase, AAHC to exercise its Option to Ground Lease and transfer of the land to from AAHC to AHA. These can be exercised later.

Adopt the Resolution which includes all these items:

- [AHA only] Appropriate funds for bridge financing to AAHC.
- Approve the forms of the Promissory Note in a Principal Amount not to exceed $8,400,000.00 and a Deed of Trust, and authorize the Executive Director to execute such documents, together with such ancillary documents as may be necessary to effectuate the Bridge Loan Transaction between AHA and the Alameda Affordable Housing Corporation, subject to approval as to form by General Counsel.
- Authorize execution of the Amendment and Restatement of the Affordable Housing Regulatory Agreement for Parrot Village and Eagle Village.
- Authorize the Executive Director to negotiate and make minor revisions and execute all documents necessary for these transactions.

Questions or Comments?

Housing Authority of the City of Alameda

www.alamedahsg.org

5

ALAMEDA AFFORDABLE HOUSING CORPORATION

Resolution No. 2026-xx

At a duly constituted meeting of the Board of Directors (the "**Board**") of Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation (the "**Corporation**"), held on June 17, 2026, the following resolutions were adopted:

WHEREAS, the Corporation is the owner of those certain real properties known as Parrot Village (APN 073-0425-002), located at 1850-1876 Wood Street, 1853-1880 Chapin Street, and 1851-1899 Charles Street, and Eagle Village (APN 073-0426-016), located at 721-747 Eagle Avenue, each in the City of Alameda, County of Alameda, California (together, the "**Properties**");

WHEREAS, the Housing Authority of the City of Alameda (the "**Authority**"**),** is a public body, corporate and politic, and created the Corporation as a blended component unit;

WHEREAS, the Properties have an existing Fannie Mae loan from PNC, N.A. that will mature on August 1, 2026 (the "**PNC Loan**");

WHEREAS, the Board deems it to be in the best interests of the Corporation to satisfy in full the PNC Loan on the Properties on or before August 1, 2026 in an amount not to exceed Eight Million Four Hundred Thousand and No/100ths Dollars ($8,400,000.00) by accepting bridge financing from the Authority in the form of a promissory note secured by a recorded Deed of Trust for the Properties, at 4% simple interest, for up to five years, and to be paid monthly from net cash flow of the Properties;

WHEREAS, the Board deems it to be in the best interests of the Authority to record an Amended and Restated Affordable Housing Regulatory Agreement against the Properties (the "**Affordable Housing Agreement**"), to restrict occupancy to low-income households (80% of Area Median Income) at affordable rents for a period of twenty (20) years from the date of recording;

WHEREAS, the Board deems it to be in the best interests of the Corporation to execute and deliver, and to perform its obligations under, any and all documents or agreements necessary or advisable to complete the bridge financing, including without limitation, a loan agreement (which will be ratified at the next available meeting), a Promissory Note in an amount not to exceed Eight Million Four Hundred Thousand and No/100ths Dollars ($8,400,000), a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, and any additional documents necessary in order to effectuate the bridge financing (collectively, the "**Loan Documents**").

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and authorizes the Corporation to enter into the Loan Documents and such ancillary agreements, certificates, contracts, documents, and instruments deemed necessary to assist in effectuating the bridge financing and to complete all activities contemplated by this Resolution.

BE IT FURTHER RESOLVED, that the Board hereby approves and authorizes the Corporation to satisfy in full the PNC Loan by remitting payment in full of all amounts due thereunder, and authorizes the execution and delivery of any and all documents necessary or appropriate to evidence such satisfaction, including a full reconveyance of the Deed of Trust and the release and termination of any related security instruments and ancillary documents securing the PNC Loan.

BE IT FURTHER RESOLVED, that the Board hereby authorizes the Executive Director, or her designee, to finalize and record an Amended and Restated Affordable Housing Regulatory Agreement against the Properties concurrently with the recording of the Loan Documents and expiring twenty (20) years following the recordation date.

BE IT FURTHER RESOLVED, that the Board hereby authorizes the Executive Director, or her designee, to negotiate, accept and execute the Loan Documents subject to any minor conforming, technical or clarifying changes approved by the Executive Director, or her designee, and subject to approval as to form by Corporation's Counsel. The Executive Director, or her designee, are hereby further authorized and directed to take such further actions and execute and record such documents as are necessary to negotiate, accept and execute the Loan Documents.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes:	Directors
Nayes:	Directors
Abstain:	Directors
Absent:	Directors

[**SIGNATURE PAGES FOLLOW**]

CERTIFICATE OF SECRETARY

I, Vanessa Cooper, hereby certify that I am the duly elected, qualified Secretary of Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation, organized and existing under the laws of the State of California, and the foregoing Authorizing Resolution was adopted at a duly constituted meeting of the Corporation held on June 17, 2026.

By: _____
Vanessa Cooper, Secretary

Approved as to form

_____
General Counsel

Dated: June 17, 2026

PROMISSORY NOTE SECURED BY DEED OF TRUST

$ _____ _____, 2026 ("**Note Date**")

FOR VALUE RECEIVED, ALAMEDA AFFORDABLE HOUSING CORPORATION, a California nonprofit public benefit corporation ("**Maker**") hereby promises to pay to the order of the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body, corporate and politic ("**Holder**" or "**Authority**") at a place designated by Holder, the principal sum of _____ Dollars ($_____) ("**Note Amount**"), plus accrued interest (as specified below), or such lesser amount which shall from time to time be owing hereunder pursuant to the terms hereof.

This Note is secured by that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith made by and among Maker as trustor, Holder as beneficiary, and _____ Title Insurance Company as trustee, and recorded concurrently with the recordation of the Grant Deed ("**Trust Deed**").

Reference is also made to the following additional agreements and documents involving Maker and Holder pertaining to the Property:

i. The Amended and Restated Affordable Housing Agreement (as Authority) and Maker (as Owner) which was recorded concurrently with the recordation of the Trust Deed securing this Note and which includes continuing covenants with respect to that certain real property located at 1850-1876 Wood Street, 1853-1880 Chapin Street, and 1851-1899 St. Charles Street, in the City of Alameda, County of Alameda, State of California with an Assessor's Parcel Number of 073-0425-002 ("**PV Regulatory Agreement**").

ii. The Amended and Restated Affordable Housing Agreement (as Authority) and Maker (as Owner) which was recorded concurrently with the recordation of the Trust Deed securing this Note and which includes continuing covenants with respect to that certain real property located at 721-747 Eagle Avenue, in the City of Alameda, County of Alameda, State of California with an Assessor's Parcel Number of 073-0426-016 ("**PV Regulatory Agreement**").

The documents listed in subparagraphs (i), and (ii) above are referred to herein collectively as the "**Authority's Agreements**" and individually as an "**Authority Agreement**." The Authority's Agreements are incorporated herein as though fully set forth. However, the Authority's Agreements are NOT secured by the Trust Deed.

1. **Purpose of Loan.** The loan evidenced by this Note is intended to provide short-term bridge financing to assist Maker in satisfying existing indebtedness and maintaining operations pending a future refinancing or other permanent financing.

2. **Term.** This Note shall be effective as of the date that the Trust Deed is recorded in the Official Records of Alameda County against the Property ("**Effective Date**") until the five year anniversary of such date ('**Maturity Date**").

3. **Principal Amount.** The principal amount of this Note is _____ Dollars ($_____) ("**Principal**").

4. **Interest.** Commencing as of the Effective Date, interest shall accrue on the Principal at the rate of four percent (4%) per annum simple interest until paid in full.

5. **Payments; Forgiveness.**

   a. **Payment.** Commencing on August 1, 2026, and on first day of each month thereafter through the end of the Term, the Maker shall remit payments on the accrued interest from seventy-five percent (75%) of cash flow. Payments under this Note shall be made in lawful money of the United States of America. The Maker shall provide the Authority with any documentation reasonably requested by the Authority to substantiate the determination of the Maker of the payments due. The balance of the Principal if any, shall be due and payable at the end of the Term.

   b. **Late Charge.** If Maker shall fail to make any payment, including the final combined principal and interest installment, within ten (10) days after the date the same is due and payable, a late charge by way of damages shall be immediately due and payable. Maker recognizes that default by Maker in making the payments herein agreed to be paid when due will result in the City incurring additional expense in servicing the loan, in loss to the City of the use of the money due and in frustration to the City in meeting its other financial and loan commitments. Maker agrees that, if for any reason Maker fails to pay the amounts due under this Note when due, the City hereof shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Maker therefore agree that a sum equal to five percent (5%) of each payment which becomes delinquent ("**Late Charge**") is a reasonable estimate of said damages to the Authority of this Note, which sum Maker agree to pay on demand. Prior to collecting any late charge hereunder, Authority shall comply with the provisions of California Civil Code Section 2954.5, as such section or any successor section may now or hereafter be in effect.

   c. **Default Interest Rate**. Upon the occurrence of a default under this Note, the interest rate shall thereafter be eight percent (8%) per annum.

6. **Prepayment.** Maker may prepay this Note, in whole or in part, at any time without penalty.

7. **Cross-Default.**

   a. **Authority's Agreements**. A default by Maker under the terms and conditions of any of Authority's Agreements shall be a default under this Note.

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b. **Trust Deed**. A default by Maker under the terms and conditions of the Trust Deed is a default under this Note.

8. **Acceleration on Default.** In the event Maker is in default under this Note, Holder may, at its option, declare this Note and the entire obligations hereby evidenced immediately due and payable as Holder may elect.

9. **Acceleration on Transfer or Encumbrance of Property.** The Trust Deed contains the following provision: "Subject to the terms of Section 303 of the Sale Agreement, if Trustor sells, contracts to sell, gives an option to purchase, conveys, leases with an option to purchase, encumbers, or alienates the Property, or any interest in it, or, if Trustor sells, contracts to sell, gives an option to purchase, conveys, leases with an option to purchase, encumbers, or alienates the Property, or any interest in it, or suffers its title to, or any interest in, the Property to be divested, whether voluntarily or involuntarily; or if there is a sale or transfer of beneficial interests in Trustor equal to fifty percent (50%) or more of the beneficial ownership interests of that entity outstanding at the date of this Deed of Trust; or if Trustor changes or permits to be changed the character or use of the Property; or if title to such Property becomes subject to any lien or charge, voluntary or involuntary, contractual or statutory, without Beneficiary's prior written consent, then Beneficiary, at Beneficiary's option, may, without prior notice, declare all sums secured by this Deed of Trust, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in this Deed of Trust."

10. **Collection Costs; Attorneys' Fees.** If, because of a default under this Note, an attorney is engaged by Holder to enforce or defend any provision of this Note, whether or not suit is filed hereon, then Maker shall pay upon demand reasonable attorneys' fees, expert witness fees and all costs so incurred by Holder together with interest thereon until paid at the applicable rate of interest payable hereunder, as if such fees and costs had been added to the principal owing hereunder.

11. **Waivers by Maker.** Maker and any and all endorsers, guarantors and persons liable or to become liable on this Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note.

12. **Severability.** The unenforceability or invalidity of any provision or provisions of this Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

13. **Modifications.** Neither this Note nor any term hereof may be waived, amended, discharged, modified, changed or terminated orally; nor shall any waiver of any provision hereof be effective except by an instrument in writing signed by Maker and Holder.

14. **No Waiver by Holder.** No waiver of any breach, default or failure of condition under the terms of this Note shall be implied from any failure of the Holder of this Note to take, or any delay be implied from any failure by the Holder in taking action with respect

to such breach, default or failure from any prior waiver of any similar or unrelated breach, default or failure.

15. **Usury.** Notwithstanding any provision in this Note, the total liability for payment in the nature of interest shall not exceed the limit imposed by applicable laws of the State of California.

16. **Governing Law.** This Note has been executed and delivered by Maker in the State of California and is to be governed and construed in accordance with the laws thereof.

17. **Time of Essence.** Time is of the essence in the performance of the obligations and provisions set forth in this Note.

18. **Notices.** All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

Holder:	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501 Attn: Executive Director
Copy to:	Aleshire & Wynder, LLP 1970 Broadway, Suite 920 Oakland, CA 94612 Attn: Adrian Guerra, Esq.
Maker:	Alameda Affordable Housing Corporation 701 Atlantic Avenue Alameda, CA 94501 Attn: Executive Director

Notices shall be effective upon the earlier of receipt or refusal of delivery. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this Note.

IN WITNESS WHEREOF, Maker has executed this Note as of the Note Date.

ALAMEDA AFFORDABLE HOUSING CORPORATION
a California nonprofit public benefit corporation

By: _____
Vanessa M. Cooper
Executive Director

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Recording requested by
And when recorded mail to:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

Exempt from recording fees pursuant to
Cal. Gov't Code § 27383

APN: 073-0425-002, 073-0426-016

LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

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THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Deed of Trust**") is made as of _____, 2026, by the Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation ("**Trustor**"), to _____, as trustee ("**Trustee**"), for the benefit of the Housing Authority of the City of Alameda, a public body, corporate and politic ("**Beneficiary**").

GRANT IN TRUST

1. **GRANT**. Trustor, in consideration of the indebtedness referred to below, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor's interest in the real properties located at (1) 1850-1876 Wood Street, 1853-1880 Chapin Street, and 1851-1899 St. Charles Street, and (2) 721-747 Eagle Avenue, each in the City of Alameda, County of Alameda, California, which is more particularly described in Exhibit A, and incorporated herein by this reference ("**Property**").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, including all equipment and machinery used for supplying or distributing heating, cooling, electricity, gas, water, air, and light, all kitchen and laundry appliances such as washers, dryers, refrigerators, garbage disposals, ovens, ranges, dishwashers, all plumbing and bathroom fixtures, all security and access control equipment, fire prevention and extinguishment equipment, elevators, floor coverings, window coverings, paneling, cabinets, (provided, however, that Trustor shall have the right to remove, if necessary, such fixtures, furnishings, and equipment for the purpose of replacement with similar items of the same quality performing the same functions, which replacements shall themselves become part of this grant); all building material and equipment either now or hereafter delivered to the Property and intended to be installed therein or any such material and equipment purchased with the Loans' proceeds whether or not located on the Property; all reserves, accounts, deferred payments, and refunds relating to development on the Property; all rents and income generated by the Property or improvements thereon (subject however to the assignment of rents to Lender

contained herein); all leases, subleases and rental agreements covering the Property or any po1iion thereof now existing or hereafter entered into, and all interests of Trustor in security deposits, advance _rentals, accounts, or payments of similar nature with respect to such leases, subleases, or rental agreements; all easements and rights-of-way appurtenant to the Property, including parking and recreational easements, and all interests of Trustor in any land lying within the right-of-way of any street, sidewalks, and areas of land adjacent to or used in connection with the Property; all development rights and credits, air rights, water rights, and oil, gas or mineral rights with respect to the Property; all claims or demands with respect to insurance proceeds, and all awards made for a taking by eminent domain; all interests and rights in any private or government grants, subsidies, loans, or other financing with respect to development on the Property; all interests in personal property used in and about the Property (except furniture and other personal property of occupants of dwelling units on the Property); all intangible property and rights relating to the Property or operations on the Property, including trade names, goodwill, trademarks, and service marks; all government permits, approvals, and map rights related to construction on the Property; all architectural, structural, and mechanical plans, specifications, designs, studies, and data with respect to construction of improvements on the Property; all environmental tests, studies and reports with respect to the Property; all current and future claims and rights of action of Trustor against prior owners and operators of the Property, neighboring property owners and operators, tenants and former tenants, consultants, advisors, and other third parties with respect to environmental or any hazardous materials contamination and cleanup of the Property under any federal, state, or local ordinances, statutes, regulations, or administrative decisions or common law.

All of the foregoing, together with the Property, is herein referred to as the **"Security."**

OBLIGATIONS SECURED

2. **OBLIGATIONS**. Trustor makes this grant for the purpose of securing the following obligations:

a. Repayment of the indebtedness of Trustor to Beneficiary in the principal sum of _____ $_____, with interest thereon, evidenced by a Loan Agreement of even date herewith (the "**Loan Agreement**"); and

b. Payment of any sums advanced by Beneficiary to protect the security and priority of this Deed of Trust; and

c. Performance of any other obligation, covenant or agreement of Trustor contained in the Loan Documents; and

d. Performance of any other obligation or repayment of any other indebtedness of Trustor to Beneficiary, where such evidence of obligation or indebtedness specifically recites that it is secured by this Deed of Trust; and

e. Performance of any obligations of Trustor in any other agreements with respect to financing of the Property or the Security, the absence of which would adversely affect Beneficiary, whether or not Beneficiary is a party to such agreements.

ABSOLUTE ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION

3. **ASSIGNMENT**. As additional security, Trustor hereby assigns to Beneficiary: (a) all of the rents, revenues, profits, and income from the Security, any deposits now or hereafter in Trustor's possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by Trustor with respect to construction or operation of the Security (collectively, the **"Rents");** and (b) the right to enter, take possession of, and manage the Security; provided however that Trustor shall have, before an Event of Default, as defined herein, the exclusive right to possess the Security and to collect Rents and use them in accordance with the Loan Documents. This assignment is intended to be an absolute and present transfer of Trustor's interest in existing and future Rents, effective as of the date of this Deed of Trust.

4. **ENFORCEMENT**. Upon the happening of an Event of Default which remains uncured after expiration of the applicable cure period pursuant to the terms of the Loan Agreement or other Loan Documents, Beneficiary may, in addition to other rights and remedies permitted by the Loan Documents or applicable law: (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security, (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the costs and expenses of operation of the Security, including reasonable attorneys' fees, and pay off any indebtedness secured by this Deed of Trust, all in such order as Beneficiary may determine and/or (c) Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security, subject to the rent restrictions imposed against the Property.

5. **APPOINTMENT OF A RECEIVER**. In any action to enforce this assignment, Beneficiary may apply for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as a mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.

6. **NO WAIVER OF POWER OF SALE**. The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

7. **GRANT**. This Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the

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Commercial Code, and Trustor hereby grants Beneficiary a security interest in said items. Beneficiary may file a copy of this Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. Trustor shall execute and deliver to Beneficiary at Beneficiary's request any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of Beneficiary, Trustor shall not create or permit any other security interest in said items. This Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the California Commercial Code.

8. **REMEDIES**. Upon Trustor's breach of any obligation or agreement in the Loan Documents, after expiration of any applicable cure period, Beneficiary shall have the remedies of a secured party under the Commercial Code and at Beneficiary's option may also invoke the remedies provided for elsewhere in this Deed of Trust with respect to said items. Beneficiary may proceed against the items of real property and personal property specified above separately or together and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

9. **PERFORMANCE OF SECURED OBLIGATION**. Trustor shall promptly perform each obligation secured by this Deed of Trust in accordance with the Loan Documents.

10. **PAYMENT OF PRINCIPAL AND INTEREST**. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the Loan Agreement.

11. **MAINTENANCE OF THE SECURITY**. Trustor shall, at the Trustor's own expense, maintain and preserve the Security or cause the Security to be maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable and tenantable condition. Trustor shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Security. Trustor shall not commit or permit waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have No responsibility over maintenance of the Security. In the event Trustor fails to maintain the Security in accordance with the standards in this Deed of Trust, Beneficiary and after any applicable cure periods, may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of interest as specified in the Loan Agreement (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

12. **INSPECTION OF THE SECURITY**. Trustor shall permit Beneficiary to enter and inspect the Security during normal business hours for compliance with these obligations upon at least 24 hours advance notice of such visit by Beneficiary to Trustor or Trustor's management agent.

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13. **LIENS, ENCUMBRANCES, AND CHARGES**. Trustor shall discharge any lien or encumbrance not approved by Beneficiary in writing that may attain priority over this Deed of Trust, as provided in the Loan Agreement.

14. **DEFENSE AND NOTICE OF CLAIMS AND ACTIONS**. Trustor shall appear in and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceedings and of any condemnation offer or action with respect to the Security upon Trustor's receipt of notice thereof.

15. **SUITS TO PROTECT THE SECURITY**. Beneficiary shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Security or the rights of Beneficiary, (b) to preserve or protect its interest in the Security and in the Rents, and (c) to restrain the enforcement of or compliance with any governmental legislation, regulation, or order, if the enforcement of or compliance with such legislation, regulation, or order would impair the Security or be prejudicial to the interest of Beneficiary.

16. **DAMAGE TO SECURITY**. Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to the Security. If any building or improvements erected on the Property is damaged or destroyed by an insurable cause, Trustor shall, at its cost and expense, repair or restore said buildings and improvements consistent with the original plans and specifications if Trustor reasonably determines that such restoration or repair is economically feasible. Such work or repair shall be commenced and completed as provided in the Loan Agreement. Subject to Trustor's election to rebuild, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Trustor shall make up the deficiency.

17. **TITLE**. Trustor warrants that Trustor lawfully has legal title to the Security without any limitation on the right to encumber other than those limitations set forth in the Loan Documents or other financing documents approved by Lender.

18. **GRANTING OF EASEMENTS**. Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to the Security except those required or desirable for installation and maintenance of public utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law.

19. **TAXES AND LEVIES**. Trustor shall pay prior to delinquency, all taxes, fees, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security. However, Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any contested liabilities. In the event that Trustor fails to pay any of the foregoing items, Beneficiary may, but shall be under no obligation to, pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of interest

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as specified in the Loan Agreement (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

20. **INSURANCE**. Trustor shall procure or cause to be procured, and maintain or cause to be maintained, throughout the term of the Loan Documents, insurance against loss or damage to any structure constituting any part of the Property by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to the replacement cost (without deduction for depreciation) of all structures constituting any part of the Property, excluding the cost of excavations, of grading and filling and of the land, but in any event, shall be in an amount and in a form sufficient, in the event of total or partial loss, to enable the Trustor to restore the Property to the condition existing before such loss. The Trustor may, in its discretion and with the written consent of Beneficiary, insure the Property under blanket insurance policies which insure not only the Property but also other properties as long as such blanket insurance policies comply with the requirements of this Section 20. All policies of insurance required by this Section shall provide that all proceeds thereunder shall be payable to the Beneficiary pursuant to a lender's loss payable endorsement substantially in a form approved by Beneficiary. Each insurance policy required hereunder shall require that the Beneficiary be given thirty (30) days' notice of any intended cancellation thereof or reduction of the coverage provided thereby. The Trustor shall provide Beneficiary with copies of such policies upon request. In the event Trustor fails to maintain the full insurance coverage required by this Deed of Trust, Beneficiary, after at least seven (7) business days prior notice to Trustor, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Loan Agreement (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

21. **CONDEMNATION**. Subject to the rights of any senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of taking all or any part of or interest in the Security under assertion of the power of eminent domain **("Funds")** are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. All or any part of the amounts so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust.

Notwithstanding anything to the contrary set forth herein, Beneficiary shall, prior to the application of the Funds or any portion thereof to the indebtedness or other obligations, apply such portion of the Funds as is reasonable and necessary to repair and preserve the value, marketability and rentability of the Security. Trustor shall have the right to rebuild the Project, and to use all

available condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loans in balance and rebuild the Project in a manner that provides adequate security to Lender for repayment of the Loans or, if such proceeds are insufficient or such security is inadequate, then Trustor shall have funded any deficiency and/or provided additional security; (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement; and (c) no material default then exists under the Loan Documents other than any default which is a direct result of the condemnation.

22. **ACCELERATION ON TRANSFER OF SECURITY**. In the event that Trustor, without the prior written consent of the Beneficiary, sells, agrees to sell, transfers, or conveys its interest in the Security or any part thereof or interest therein, Beneficiary may at its option declare all sums secured by this Deed of Trust to be immediately due and payable. This option shall not apply in case of:

a. The grant of a leasehold interest to qualifying households who will occupy units in Project as provided for under the Loan Documents; or

b. Sale or transfer of fixtures or personal property pursuant to the grant provisions in this Deed of Trust. Consent to one (1) sale or transfer shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

c. Permitted Transfers, as defined in the Loan Agreement.

23. **RECONVEYANCE BY TRUSTEE**. This trust is intended to continue for the entire term of the Loan. Upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee' reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

24. **EVENTS OF DEFAULT**. Any of the events listed in the Loan Agreement as an Event of Default shall also constitute an Event of Default under this Deed of Trust. Trustor's limited partners shall have the same notice and cure rights contained in the Loan Agreement.

25. **ACCELERATION OF MATURITY**. Upon the happening of an Event of Default which has not been cured within the times and in the manner provided in the Loan Agreement, Beneficiary may declare all sums advanced to Trustor under the Loan Agreement and this Deed of Trust immediately due and payable.

26. **BENEFICIARY'S REMEDIES**. Subject to the limitations set forth in the Loan Agreement and upon the happening of an Event of Default which has not been cured within the times and in the manner provided in the Loan Agreement, Beneficiary may, in addition to other rights and remedies permitted by the Loan Agreement, or applicable law, proceed with any or all of the following remedies:

a. Enforce the assignment of rents and right to possession as provided for in this Deed of

Trust, and/or seek appointment of a receiver to take over possession of the Security and collect Rents.

b. Enter the Security and take any actions necessary in its judgment to complete construction on the Security, either in person or through a receiver appointed by a court.

c. Disburse from the Loans' proceeds any amount necessary to cure any monetary default under this Deed of Trust, or the Loan Agreement.

d. Commence an action to foreclose this Deed of Trust pursuant to California Code of Civil Procedure Section 725(a) *et seq.,* as amended, and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements.

e. Deliver to Trustee a written declaration of Default and demand for sale, and a written Notice of Default and election to cause Trustor's interest in the Security to be sold and exercise its power of sale as provided for below.

f. Pursue any other rights and remedies allowed at law or in equity.

27. **FORECLOSURE BY POWER OF SALE**. Should Beneficiary elect to foreclose by exercise of the power of sale contained in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust (the deposit of which shall be deemed to constitute evidence that the unpaid sums disbursed under the Loan Agreement are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said notice of sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as they may determine unless specified otherwise by Trustor, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone the sale of all or any portion of the property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

28. **APPLICATION OF SALE PROCEEDS**. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale,

Trustee shall apply the proceeds of sale as follows: first, to the payment of all sums then secured by this Deed of Trust, in such order and amounts as Beneficiary in its sole discretion determines; and second, the remainder, if any, to the person or persons legally entitled thereto.

29. **REMEDIES CUMULATIVE**. No right, power or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any other rights, powers or remedies, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

GENERAL PROVISIONS

30. **GOVERNING LAW**. This Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

31. **STATEMENT OF OBLIGATION**. Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

32. **CONSENTS AND APPROVALS**. Any consent or approval of Beneficiary required under this Deed of Trust shall not be unreasonably withheld.

33. **TIME**. Time is of the essence in this Deed of Trust.

34. **NOTICES, DEMANDS AND COMMUNICATIONS**. Any written notice, demand or communication shall be deemed received: (a) immediately if delivered by personal delivery as provided hereinabove; (b) on the third (3rd) day from the date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; and (c) on the next business day if sent via nationally recognized overnight courier and marked for next day business delivery. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

To the Housing Authority:	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501 Attention: Executive Director
To Owner	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501 Attention: Executive Director

35. **BINDING UPON SUCCESSORS**. All provisions of this Deed of Trust shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of Trustor, Trustee, and Beneficiary.

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36. **WAIVER**. Any waiver by Beneficiary of any obligation of Trustor in this Deed of Trust must be in writing. No waiver will be implied from any delay or failure by Beneficiary to take action on any breach or default of Trustor or to pursue any remedy allowed under the Deed of Trust or applicable law. Any extension of time granted to Trustor to perform any obligation under this Deed of Trust shall not operate as a waiver or release Trustor from any of its obligations under this Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

37. **AMENDMENTS AND MODIFICATIONS**. Any amendments or modifications to this Deed of Trust must be in writing, and shall be made only if mutually agreed upon by Beneficiary and Trustor.

38. **LOAN AGREEMENT CONTROLS**. If there is any contradiction between this instrument and the Loan Agreement, the terms of the Loan Agreement shall control, except that Trustor shall have no defense or claim that this instrument does not establish a valid lien on the Property or the Security.

39. **DEFINITIONS**. Capitalized terms not otherwise defined in this Deed of Trust shall have the same meaning as defined terms in the Loan Agreement.

40. **PROOFS OF CLAIM**. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

41. **SEVERABILITY**. Every provision of this Deed of Trust is intended to be severable. If any term or provision of this Deed of Trust is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt and all payments made on the debt (whether voluntary or under foreclosure or other enforcement action or procedure) shall be considered to have been first paid or applied to the payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

42. **SUBSTITUTION OF TRUSTEE**. Beneficiary may from time to time appoint another trustee to act in the place and instead of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee.

43. **ACCEPTANCE BY TRUSTEE**. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee

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shall be a party unless brought by Trustee.

44. **TAX CREDITS**. Beneficiary agrees that the lien of this Deed of Trust shall be subordinate to any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) (the **"Extended Use Agreement")** recorded against the Security; provided that such Extended Use Agreement, by its terms, must terminate upon foreclosure under this Instrument or upon a transfer of the Security by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code.

45. **RIDER**. This Deed of Trust shall be subject to the terms and provisions of the Rider attached to the Loan Agreement as Exhibit C, as applicable, the terms of which are hereby incorporated.

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IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

Alameda Affordable Housing Corporation,
a California nonprofit public benefit corporation

By: _____
[Signature must be notarized]
Vanessa Cooper
Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, ____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature

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EXHIBIT A

Description of Property

[FILL IN WITH EXISTING PROPERTY DESCRIPTION]

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Recording requested by
And when recorded mail to:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

Exempt from recording fees pursuant to
Cal. Gov't Code § 27383

APN: 073-0425-002

AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT

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This Amended and Restated Affordable Housing Agreement ("**Agreement**") dated _____, ____, is entered into between **THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body corporate and politic (the "**Housing Authority**") and **THE ALAMEDA AFFORDABLE HOUSING CORPORATION**, a nonprofit public benefit corporation ("**Owner**").

RECITALS

The following recitals are a substantive part of this Agreement.

A. Owner is the owner of that certain real property located at 1850-1876 Wood Street, 1853-1880 Chapin Street, and 1851-1899 St. Charles Street, in the City of Alameda, County of Alameda, State of California, more particularly described in Exhibit A attached hereto ("**Property**").

B. The Property is the site of a [___]-unit residential development ("**Housing Project**") that Owner desires to operate as affordable housing for rental to low- or moderate-income households (each an "**Affordable Unit**," and collectively, the "**Affordable Units**").

C. Owner and the Housing Authority desire by the execution of this Agreement to assure the Property and the Affordable Units remain affordable for a minimum of twenty (20) years following the date of recordation of this Agreement (the "**Effective Date**").

NOW THEREFORE, the parties acknowledge and agree as follows:

ARTICLE 1. DEFINITIONS

1.01 "**Affordable Rent**" is the amount of rent considered as "affordable rent" for persons and families of low or moderate income (as defined in California Health and Safety Code Section 50093), adjusted for family size appropriate to the unit, pursuant to California Health and Safety Code Section 50053(b) or any successor statute thereto, provided that Owner is permitted,

at its option, to use the occupancy standards and rent levels used by the California Tax Credit Allocation Committee ("**CTCAC**") to the extent available, for units that are more deeply restricted by either CTCAC, local, federal, or other State of California regulatory agreements. If the statute is no longer in effect and no successor statute is enacted, the Housing Authority shall establish the Affordable Rent for purposes of this Agreement. For purposes of this Section 1.01, to the extent CTCAC does not provide for family size appropriate for each unit, "adjusted for family size appropriate to the unit" shall mean a household of two persons in the case of a studio or one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

1.02 "**Applicable Laws**" means all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation standard, official policy, condition, or other measure) of the United States, the State of California, the County of Alameda, City of Alameda, or any other political subdivision in which the Housing Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Owner or the Housing Project.

1.03 "**Area Median Income**" shall mean the median income and income levels for households in Alameda County, California, as published or utilized from time to time by CTCAC. If CTCAC ceases to publish or utilize such information, Owner shall use the median income for households in Alameda County, California, as published from time to time by the United States Department of Housing and Urban Development ("**HUD**") in a manner consistent with the determination of median gross income under Section 8 of the United States Housing Act of 1937, as amended, and as defined in Title 25, California Code of Regulations, Section 6932. In the event that such income determinations are no longer published by HUD, or are not updated for a period of at least 18 months, the Housing Authority shall provide the Owner with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

1.04 "**Eligible Households**" shall mean households meeting the income restrictions as set forth in Section 2.01.

1.05 "**Rental Payments**" means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency, but including any mandatory fees or charges imposed on the occupant by the Owner as a condition of occupancy of the unit.

ARTICLE 2. RENT, INCOME AND OCCUPANCY RESTRICTIONS

2.01 Rent and Income Restrictions.

(a) All of the Affordable Units shall be rented to Eligible Households whose gross income does not exceed eighty percent (80%) of the Area Median Income. The monthly Rental Payments for the Affordable Units paid by the tenants thereof (excluding any supplemental rental assistance from the State, the federal government or any other public agency to those tenants or on behalf of those units) shall not exceed an Affordable Rent. The utility allowances used for purposes of determining an Affordable Rent must be submitted by Owner to the Housing Authority

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for approval annually, which approval shall be in the Housing Authority's sole and absolute discretion. The Housing Authority may conduct a project specific utility allowance study, if needed, rather than relying on standardized utility allowances that underestimate or overestimate the cost of utilities for any given project, and require that such project specific utility allowances be implemented on any project.

(b) In addition to and notwithstanding the foregoing, Owner may have an on-site management staff person residing on the Property in one (1) unit designated as a resident manager's unit, and such manager's unit shall not be subject to the above affordability restrictions so long as such unit is occupied by an on-site management staff person for the Housing Project. If at any time such unit is not occupied by an on-site management staff person, such unit shall be operated as an Affordable Unit and shall be made available to Eligible Households whose gross income does not exceed eighty percent (80%) of the Area Median Income, with Rental Payments not exceeding an Affordable Rent.

(c) Except to the extent permitted under rules implemented by CTCAC, at the time any lease is executed or renewed, the minimum and maximum occupancy of each unit shall be limited as provided in the chart below. At the request of Owner, the Housing Authority may make exceptions to the foregoing occupancy standards to the extent such exceptions are permitted by Applicable Laws, and do not increase the Housing Authority's obligations or liabilities under this Agreement, or diminish or impair the Housing Authority's rights and remedies under this Agreement.

Number of Bedrooms	Minimum Occupancy	Maximum Occupancy
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

(d) Not more than once per year, Owner may adjust rents in occupied Affordable Units to the level allowed for the family size appropriate to the unit. Owner may adjust the rent upon vacancy of an Affordable Unit to the level allowed for the family size appropriate to the unit. Owner must notify each tenant and the Housing Authority in writing of any increase in monthly rent for an Affordable Unit at least thirty (30) days in advance of the effective rent adjustment date. The written notice of rent increase provided to the Housing Authority shall indicate: (1) the rent adjustment for each Affordable Unit; (2) the new rental amount for each Affordable Unit; and (3) the effective date of the adjustment for each Affordable Unit. Failure to provide the notice required shall be considered a failure to perform by Owner under this Agreement and subject to the terms of Article 11.

(e) The determination of a status as an Eligible Household shall be made by Owner prior to initial occupancy of the Affordable Unit by such household; provided that, if Owner fails to perform any term or provision of this Agreement related to the determination of status of an Eligible Household, as reasonably determined by the Housing Authority, then until such failure

has been cured and upon written request by the Housing Authority, such determination shall be subject to review and approval by the Housing Authority. The income of all persons residing in the Affordable Unit shall be considered for purposes of calculating the household income. Owner shall not discriminate against prospective tenants with qualified Public Housing Authority Section 8 certificates or vouchers who are otherwise qualified.

(f) Immediately prior to the first anniversary date of the occupancy of an Affordable Unit by an Eligible Household, and annually thereafter, Owner shall re-certify the income of the occupants of such Affordable Unit by obtaining a completed Tenant Income Certification based upon the current income of each occupant of the Affordable Unit. The Tenant Income Certification shall be in the form attached hereto as Exhibit B or in a form acceptable to the Housing Authority. Annual income recertifications shall also contain those documents used to certify initial eligibility. Failure to recertify income annually will be deemed non-compliance and lead to a notice of termination of tenancy. The requirement to certify income annually ensures that the correct target populations are being served and that income-based restrictions are being met.

(g) No Eligible Household upon initial occupancy shall be denied continued occupancy of a unit in the Housing Project because, after admission, the aggregate gross income of all tenants in the unit occupied by such Eligible Household increases to exceed the qualifying limit for an Affordable Unit. However, should the aggregate gross income of tenants in an Affordable Unit, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for an Affordable Unit occupied by the same number of tenants, the tenants may continue to occupy the former Affordable Unit; provided, however, Owner may increase the Rental Payment for such former Affordable Unit to the lesser of (a) market rate and (b) one-twelfth (1/12) of thirty percent (30%) of such tenant's actual annual income. Owner shall send written notice to the Housing Authority with the address and bedroom/bathroom mix of any occupant that pays rent greater than the equivalent Affordable Rent for an Eligible Household under Section 2.01(a).

2.02 Marketing and Leasing Program.

(a) Owner shall actively market rental of all units within the Housing Project, including the Affordable Units. Prior to lease-up of the Affordable Units, Owner shall provide the Housing Authority with a copy of its marketing program for the Housing Project, which shall include a marketing program for the Affordable Units ("**Affordable Units Marketing Program**"). The Housing Authority shall review the Affordable Units Marketing Program and either approve or request modifications to the Affordable Units Marketing Program within thirty (30) days after receipt. Until all Units have been initially occupied by an Eligible Household in accordance with this Agreement, Owner shall provide monthly updates to the Affordable Units Marketing Program commencing thirty (30) days after the date the Affordable Units Marketing Program is initially approved by the Housing Authority. The Housing Authority hereby acknowledges and approves the Affordable Units Marketing Program as in effect on the Effective Date.

(b) Owner is responsible for implementing the Affordable Units Marketing Program actively and in good faith. The Housing Authority may extend the required marketing

period in its discretion if Owner delays implementation or otherwise fails to comply with the Affordable Units Marketing Program as approved by the Housing Authority.

ARTICLE 3. REPORTING REQUIREMENTS FOR HOUSING PROJECT

3.01 Reporting Requirements. Owner shall submit an annual Certification of Continuing Compliance attached hereto as Exhibit C or in such other format as may be reasonably requested by the Housing Authority. Owner shall also make available all information to support such Certification of Continuing Compliance, including, without limitation:

(a) The number of persons per Affordable Unit;

(b) Name of each Affordable Unit Tenant;

(c) Initial occupancy date;

(d) Rent paid per month; and

(e) Gross income per year.

The Housing Authority, from time to time during the term of this Agreement, may request additional or different information, if such information is required in order for the Housing Authority to comply with its reporting requirements, and Owner shall promptly supply such additional or different information in the reports required hereunder. Owner shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by the Housing Authority with respect to all matters covered by this Agreement. Owner, at such time and in such forms as the Housing Authority may require, shall furnish to the Housing Authority statements, records, reports, data and information pertaining to matters covered by this Agreement. Upon reasonable advance request for examination by the Housing Authority, Owner, at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Agreement. Owner shall permit the Housing Authority to audit, examine and make excerpts or transcripts from these records at the Housing Authority's sole cost.

The first annual report and annual income certification ("**Initial Report**") shall be submitted to the Housing Authority within thirty (30) days of the date of the initial rental of all the Affordable Units on the Property. Subsequent annual reports and annual income certifications or recertifications shall be submitted to the Housing Authority on July 15th of each calendar year during the term of this Agreement.

3.02 Housing Authority Approval of Lease Forms. The Housing Authority shall have the right to review and approve Owner's form of lease for the Affordable Units, including disclosures of the affordability restrictions on the Affordable Units, prior to Owner's use of such form. The Owner's form of lease shall include a provision requiring tenants of Affordable Units to notify the Owner or the property manager of any tenant absence of over 30 consecutive days, and notifying tenants of Affordable Units that absences of over 180 days in any 365 day period could be a cause for termination of the applicable lease.

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ARTICLE 4. PROVISION OF SERVICES AND MAINTENANCE OF PROPERTY

4.01 Maintenance. During the term of this Agreement, Owner shall maintain, or cause to be maintained, the Property, including all improvements thereon, in a manner consistent with the provisions set forth therefor in the Alameda Municipal Code, and shall keep the entire Property free from any accumulation of debris or waste materials prior to and after construction. The Owner's maintenance obligation pursuant to this Section 4.01 shall include Owner's obligation to inspect the Affordable Units at least once a year and may use HQS, NSPIRE, UCPS or other similar federal standard to determine housing quality. If the unit fails due to the tenant's inability to meet this standard after 30 days' notice, a notice of termination shall be issued.

If, at any time, Owner fails to maintain the Property, and has either failed to commence to cure such condition or to diligently prosecute to completion the condition or the condition is not corrected after expiration of sixty (60) days from the date of written notice from the Housing Authority to the Owner, the Housing Authority may perform the necessary corrective maintenance, and Owner shall pay such costs as are reasonably incurred for such maintenance. The Housing Authority shall have the right to place a lien on the Property should Owner not reimburse the Housing Authority for such costs within sixty (60) days following the Housing Authority's written demand for reimbursement of such costs. Owner, on behalf of itself, its heirs, successors and assigns, hereby grants to the Housing Authority and its officers, employees and agents, an irrevocable license to enter upon the Property to perform such maintenance during normal business hours after receipt of written notice from The Housing Authority and Owner's failure to cure or remedy such failure within sixty (60) days of such notice. Any such entry shall be made only after reasonable notice to Owner, and the Housing Authority shall indemnify and hold Owner harmless from any claims or liabilities pertaining to any such entry by the Housing Authority. Failure by Owner to maintain the Property in the condition provided in this Article 4 may, in the Housing Authority's reasonable discretion, constitute a default under this Agreement.

ARTICLE 5. NO TRANSFER

5.01 Prohibition. Except with respect to Permitted Transfers (as defined below), Owner shall not make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Property, the Housing Project or this Agreement without the prior written approval of the Housing Authority, which approval shall not be unreasonably withheld.

5.02 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the Housing Authority approval of an assignment or transfer of this Agreement or conveyance of the Property or Housing Project, or any part thereof, shall not be required in connection with any of the following (the **"Permitted Transfers"**):

(a) The lease of Affordable Units to Eligible Households.

(b) Assignments for financing purposes, and any subsequent transfer to the lender providing such financing by foreclosure or deed in lieu of foreclosure thereunder, subject to such financing being considered and approved by the Housing Authority.

(c) Transfer of the Property and Housing Project to an affiliate entity which

controls, is controlled by or under common control with Owner.

(d) In the event of an assignment by Owner pursuant to subparagraph (c) not requiring the Housing Authority's prior approval, Owner nevertheless agrees that at least thirty (30) days prior to such assignment or transfer it shall give written notice to the Housing Authority of such assignment or transfer and that such transferee shall be required to assume Owner's obligations under this Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the Housing Authority.

5.03 Housing Authority Consideration of Requested Transfer. The Housing Authority agrees that it will not unreasonably withhold approval of a request made pursuant to this Article 5 provided (a) the Owner delivers written notice to the Housing Authority requesting such approval, and (b) the Housing Authority determines the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as Owner, and (c) the assignee or transferee assumes the obligations of the Owner under this Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the Housing Authority. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the Housing Authority to evaluate the proposed assignee or purchaser pursuant to the criteria set forth herein and other criteria as reasonably determined by the Housing Authority. The Housing Authority shall approve or disapprove the request within forty-five (45) days of its receipt of the Owner's notice and all information and materials required herein.

ARTICLE 6. NO DISCRIMINATION

Owner covenants, by and for itself and any successors in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees in the Property.

ARTICLE 7. NO IMPAIRMENT OF LIEN

No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any ground lease or memorandum thereof, mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Owner to the Property and Housing Project shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

ARTICLE 8. DURATION

This Agreement shall be deemed to run with the Property and Housing Project until the date which is twenty (20) years following the Effective Date.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The covenants contained in the Agreement shall be binding upon Owner and its heirs, successors and assigns, and such covenants shall run in favor of the Housing Authority and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard as to whether the Housing Authority is or remains an owner of any land or interest therein to which such covenants relate. The covenants contained in the Agreement, without regard to technical classification and designation, shall be for the benefit of and shall be enforceable only by the Housing Authority, and its successors and assigns.

ARTICLE 10. SUBORDINATION AGREEMENT

Except as otherwise expressly provided below, this Agreement shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes) and Owner shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to the Housing Authority for recordation in the Official Records of Alameda County, a subordination agreement, in a form reasonably acceptable to the Housing Authority, subordinating such mortgages, deeds of trust and other liens to this Agreement thereby ensuring the priority of this Agreement over all such mortgages, deeds of trust and other liens. Notwithstanding the subordination provisions set forth herein, the Housing Authority may, in its sole discretion, subordinate this Agreement. Notwithstanding the foregoing, the Housing Authority shall subordinate this Agreement, pursuant to a subordination agreement form reasonably acceptable to the Housing Authority, to debt financing for the Property if such debt financing includes affordability covenants that (1) expire after the expiration of this Agreement, and (2) require income targeting of equal or greater affordability with respect to all units in the Property. In connection with any subordination (whether this Agreement will be senior or junior), Owner shall pay an administrative fee to the Housing Authority in the amount of $150 per unit per year and shall reimburse the Housing Authority for all out-of-pocket costs in connection therewith, including attorney's fees.

ARTICLE 11. DEFAULT AND REMEDIES

11.01 Any failure by Owner to perform any term or provision of this Agreement shall constitute a "**Default**" (1) if Owner does not cure such failure within thirty (30) days following written notice of default from the Housing Authority, or (2) if such failure is not of a nature which can be cured within such thirty (30) day period, Owner does not commence substantial efforts to cure the failure within thirty (30) days and thereafter prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given under this Agreement shall identify the nature of the failure in performance which the Housing Authority claims constitutes the Default and the manner in which such Default may be satisfactorily cured. Any failure or delay by the Housing Authority in asserting any of its rights or remedies, including specific performance, as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive the Housing Authority of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

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11.02 In the event of any Default, the Housing Authority and its successors and assigns shall have the right to exercise any and all of the following rights and remedies:

(a) Charge a monthly non-compliance fee in the amount of $_____ per month or portion thereof with respect to each unit in the Property that is not operated and occupied in compliance with this Agreement; to the extent that any material breach of this Agreement affects common areas or all of the units (such as a Default under Section 4.01), such non-compliance fee shall apply to all units in the Housing Project.

(b) Collect all rents and income in connection with the operation of the Housing Project and use the same and the reserve funds for the operation and maintenance of the Housing Project.

(c) Take possession of the Housing Project and bring any action necessary to enforce any rights of Owner with respect to the operation of the Housing Project, and operate the Housing Project in accordance with the terms of this Agreement until such time as the Housing Authority, in its sole discretion, shall determine that Owner is again in a position to operate the Housing Project in accordance with the terms of this Agreement.

(d) Maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, including, without limitation, seeking specific performance.

ARTICLE 12. NOTICES, DEMANDS AND COMMUNICATIONS

Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent: (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service and marked for next day business delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated herein or to such other address as a party may designate by written notice to the other. Any written notice, demand or communication shall be deemed received: (a) immediately if delivered by personal delivery as provided hereinabove; (b) on the third (3rd) day from the date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; and (c) on the next business day if sent via nationally recognized overnight courier and marked for next day business delivery. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

To the Housing Authority:	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501 Attention: Executive Director
To Owner	Alameda Affordable Housing Corporation 701 Atlantic Avenue Alameda, CA 94501 Attention: Executive Director

ARTICLE 13. ATTORNEYS' FEES

In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in any action or proceeding.

ARTICLE 14. MISCELLANEOUS

Each party agrees to cooperate with the other in the implementation and administration of this Agreement and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The words "include" and "including" shall be construed as if followed by the words "without limitation." All exhibits and attachments hereto are incorporated by reference as though fully restated herein. This Agreement shall be interpreted as though prepared jointly by both parties, and shall be construed in accordance with and be governed by the laws of the State of California. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. A waiver by either party of a breach of any of the covenants, conditions or agreements hereunder to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof. No waiver by the Housing Authority of any of the conditions hereof shall be effective unless in writing expressly identifying the scope of the waiver and signed on behalf of an authorized official of the Housing Authority. Any alteration, change or modification of or to the Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party hereto.

[Signatures to Follow]

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IN WITNESS WHEREOF, the Housing Authority and Owner have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized, on the Effective Date first above written.

HOUSING AUTHORITY:

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

By: _____
[Signature must be notarized]
Vanessa M. Cooper
Executive Director

OWNER:

Alameda Affordable Housing Corporation,
A California nonprofit public benefit corporation

By: _____
[Signature must be notarized]
Vanessa M. Cooper
Executive Director

[Signatures must be notarized.]

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, ____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, ____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature

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EXHIBIT A

Description of Property

[FILL IN WITH EXISTING PROPERTY DESCRIPTION]

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EXHIBIT B

Tenant Income Certification

Project Name and Address:_____ Date: _____

Affordable Units: □ 50% of Median Income
□ 80% of Median Income
□ 120% of Median Income

Address/Unit Number: _____ Rent:_____
Tenant/Household Name:_____ Date of Lease:_____
Size of Household: _____ Expiration:_____
Total Household Income:_____ per year

The following list includes each member of the household and their income. Attached are federal or state income tax returns for the most recent tax year, current stubs from paychecks or other evidence of the income of each income-producing member of the household.

Name of Household Member	Relationship	Age	Social Security Number	Annual Income	Source of Income/ Name of Employer

I/We the undersigned have read and answered fully, frankly and personally each of the above questions under penalty of perjury and do hereby swear they are true.

_____ _____
Head of Household Date Owner/ Agent Date

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EXHIBIT C

CERTIFICATION OF CONTINUING COMPLIANCE

Project Name and Address:_____ Date: _____

Total Affordable Housing Units in Project:

Very Low Income Units (not to exceed 50% of Median Income): _____

Low Income Units (not to exceed 80% of Median Income): _____

Moderate Income Units (not to exceed 120% of Median Income): _____

The Owner, in accordance with the Amended and Restated Affordable Housing Agreement dated _____ (the "**Agreement**") does hereby certify to the Housing Authority of the City of Alameda that Owner is in continuing compliance with the Agreement, and that to the knowledge of the undersigned no default exists under said Agreement. Specifically, it hereby is confirmed that each Eligible Household currently residing in a unit in the Project has completed a Certificate of Tenant Eligibility and Income Verification in the form approved by the Housing Authority of the City of Alameda and that from and after the Effective Date under the Agreement, all of the occupied units in the Project have been rented to (or are vacant and last occupied by) Eligible Households [*Check box if applicable and attach appropriate documents:* ☐ except as indicated in the attached documents].

Signed:_____ Date:_____
Owner/ Agent

[Attached pages as applicable.]

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Recording requested by
And when recorded mail to:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

Exempt from recording fees pursuant to
Cal. Gov't Code § 27383

APN: 073-0426-016

AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT

DRAFT

This Amended and Restated Affordable Housing Agreement ("**Agreement**") dated _____, ____, is entered into between **THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body corporate and politic (the "**Housing Authority**") and **THE ALAMEDA AFFORDABLE HOUSING CORPORATION**, a nonprofit public benefit corporation ("**Owner**").

RECITALS

The following recitals are a substantive part of this Agreement.

A. Owner is the owner of that certain real property located at 721-747 Eagle Avenue, in the City of Alameda, County of Alameda, State of California, more particularly described in Exhibit A attached hereto ("**Property**").

B. The Property is the site of a [___]-unit residential development ("**Housing Project**") that Owner desires to operate as affordable housing for rental to low- or moderate-income households (each an "**Affordable Unit**," and collectively, the "**Affordable Units**").

C. Owner and the Housing Authority desire by the execution of this Agreement to assure the Property and the Affordable Units remain affordable for a minimum of twenty (20) years following the date of recordation of this Agreement (the "**Effective Date**").

NOW THEREFORE, the parties acknowledge and agree as follows:

ARTICLE 1. DEFINITIONS

1.01 "**Affordable Rent**" is the amount of rent considered as "affordable rent" for persons and families of low or moderate income (as defined in California Health and Safety Code Section 50093), adjusted for family size appropriate to the unit, pursuant to California Health and Safety Code Section 50053(b) or any successor statute thereto, provided that Owner is permitted, at its option, to use the occupancy standards and rent levels used by the California Tax Credit

Allocation Committee ("**CTCAC**") to the extent available, for units that are more deeply restricted by either CTCAC, local, federal, or other State of California regulatory agreements. If the statute is no longer in effect and no successor statute is enacted, the Housing Authority shall establish the Affordable Rent for purposes of this Agreement. For purposes of this Section 1.01, to the extent CTCAC does not provide for family size appropriate for each unit, "adjusted for family size appropriate to the unit" shall mean a household of two persons in the case of a studio or one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

1.02 "**Applicable Laws**" means all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation standard, official policy, condition, or other measure) of the United States, the State of California, the County of Alameda, City of Alameda, or any other political subdivision in which the Housing Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Owner or the Housing Project.

1.03 "**Area Median Income**" shall mean the median income and income levels for households in Alameda County, California, as published or utilized from time to time by CTCAC. If CTCAC ceases to publish or utilize such information, Owner shall use the median income for households in Alameda County, California, as published from time to time by the United States Department of Housing and Urban Development ("**HUD**") in a manner consistent with the determination of median gross income under Section 8 of the United States Housing Act of 1937, as amended, and as defined in Title 25, California Code of Regulations, Section 6932. In the event that such income determinations are no longer published by HUD, or are not updated for a period of at least 18 months, the Housing Authority shall provide the Owner with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

1.04 "**Eligible Households**" shall mean households meeting the income restrictions as set forth in Section 2.01.

1.05 "**Rental Payments**" means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency, but including any mandatory fees or charges imposed on the occupant by the Owner as a condition of occupancy of the unit.

ARTICLE 2. RENT, INCOME AND OCCUPANCY RESTRICTIONS

2.01 Rent and Income Restrictions.

(a) All of the Affordable Units shall be rented to Eligible Households whose gross income does not exceed eighty percent (80%) of the Area Median Income. The monthly Rental Payments for the Affordable Units paid by the tenants thereof (excluding any supplemental rental assistance from the State, the federal government or any other public agency to those tenants or on behalf of those units) shall not exceed an Affordable Rent. The utility allowances used for purposes of determining an Affordable Rent must be submitted by Owner to the Housing Authority for approval annually, which approval shall be in the Housing Authority's sole and absolute

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discretion. The Housing Authority may conduct a project specific utility allowance study, if needed, rather than relying on standardized utility allowances that underestimate or overestimate the cost of utilities for any given project, and require that such project specific utility allowances be implemented on any project.

(b) In addition to and notwithstanding the foregoing, Owner may have an on-site management staff person residing on the Property in one (1) unit designated as a resident manager's unit, and such manager's unit shall not be subject to the above affordability restrictions so long as such unit is occupied by an on-site management staff person for the Housing Project. If at any time such unit is not occupied by an on-site management staff person, such unit shall be operated as an Affordable Unit and shall be made available to Eligible Households whose gross income does not exceed eighty percent (80%) of the Area Median Income, with Rental Payments not exceeding an Affordable Rent.

(c) Except to the extent permitted under rules implemented by CTCAC, at the time any lease is executed or renewed, the minimum and maximum occupancy of each unit shall be limited as provided in the chart below. At the request of Owner, the Housing Authority may make exceptions to the foregoing occupancy standards to the extent such exceptions are permitted by Applicable Laws, and do not increase the Housing Authority's obligations or liabilities under this Agreement, or diminish or impair the Housing Authority's rights and remedies under this Agreement.

Number of Bedrooms	Minimum Occupancy	Maximum Occupancy
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

(d) Not more than once per year, Owner may adjust rents in occupied Affordable Units to the level allowed for the family size appropriate to the unit. Owner may adjust the rent upon vacancy of an Affordable Unit to the level allowed for the family size appropriate to the unit. Owner must notify each tenant and the Housing Authority in writing of any increase in monthly rent for an Affordable Unit at least thirty (30) days in advance of the effective rent adjustment date. The written notice of rent increase provided to the Housing Authority shall indicate: (1) the rent adjustment for each Affordable Unit; (2) the new rental amount for each Affordable Unit; and (3) the effective date of the adjustment for each Affordable Unit. Failure to provide the notice required shall be considered a failure to perform by Owner under this Agreement and subject to the terms of Article 11.

(e) The determination of a status as an Eligible Household shall be made by Owner prior to initial occupancy of the Affordable Unit by such household; provided that, if Owner fails to perform any term or provision of this Agreement related to the determination of status of an Eligible Household, as reasonably determined by the Housing Authority, then until such failure has been cured and upon written request by the Housing Authority, such determination shall be

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subject to review and approval by the Housing Authority. The income of all persons residing in the Affordable Unit shall be considered for purposes of calculating the household income. Owner shall not discriminate against prospective tenants with qualified Public Housing Authority Section 8 certificates or vouchers who are otherwise qualified.

(f) Immediately prior to the first anniversary date of the occupancy of an Affordable Unit by an Eligible Household, and annually thereafter, Owner shall re-certify the income of the occupants of such Affordable Unit by obtaining a completed Tenant Income Certification based upon the current income of each occupant of the Affordable Unit. The Tenant Income Certification shall be in the form attached hereto as Exhibit B or in a form acceptable to the Housing Authority. Annual income recertifications shall also contain those documents used to certify initial eligibility. Failure to recertify income annually will be deemed non-compliance and lead to a notice of termination of tenancy. The requirement to certify income annually ensures that the correct target populations are being served and that income-based restrictions are being met.

(g) No Eligible Household upon initial occupancy shall be denied continued occupancy of a unit in the Housing Project because, after admission, the aggregate gross income of all tenants in the unit occupied by such Eligible Household increases to exceed the qualifying limit for an Affordable Unit. However, should the aggregate gross income of tenants in an Affordable Unit, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for an Affordable Unit occupied by the same number of tenants, the tenants may continue to occupy the former Affordable Unit; provided, however, Owner may increase the Rental Payment for such former Affordable Unit to the lesser of (a) market rate and (b) one-twelfth (1/12) of thirty percent (30%) of such tenant's actual annual income. Owner shall send written notice to the Housing Authority with the address and bedroom/bathroom mix of any occupant that pays rent greater than the equivalent Affordable Rent for an Eligible Household under Section 2.01(a).

2.02 Marketing and Leasing Program.

(a) Owner shall actively market rental of all units within the Housing Project, including the Affordable Units. Prior to lease-up of the Affordable Units, Owner shall provide the Housing Authority with a copy of its marketing program for the Housing Project, which shall include a marketing program for the Affordable Units ("**Affordable Units Marketing Program**"). The Housing Authority shall review the Affordable Units Marketing Program and either approve or request modifications to the Affordable Units Marketing Program within thirty (30) days after receipt. Until all Units have been initially occupied by an Eligible Household in accordance with this Agreement, Owner shall provide monthly updates to the Affordable Units Marketing Program commencing thirty (30) days after the date the Affordable Units Marketing Program is initially approved by the Housing Authority. The Housing Authority hereby acknowledges and approves the Affordable Units Marketing Program as in effect on the Effective Date.

(b) Owner is responsible for implementing the Affordable Units Marketing Program actively and in good faith. The Housing Authority may extend the required marketing period in its discretion if Owner delays implementation or otherwise fails to comply with the

Affordable Units Marketing Program as approved by the Housing Authority.

ARTICLE 3. REPORTING REQUIREMENTS FOR HOUSING PROJECT

3.01 Reporting Requirements. Owner shall submit an annual Certification of Continuing Compliance attached hereto as Exhibit C or in such other format as may be reasonably requested by the Housing Authority. Owner shall also make available all information to support such Certification of Continuing Compliance, including, without limitation:

(a) The number of persons per Affordable Unit;

(b) Name of each Affordable Unit Tenant;

(c) Initial occupancy date;

(d) Rent paid per month; and

(e) Gross income per year.

The Housing Authority, from time to time during the term of this Agreement, may request additional or different information, if such information is required in order for the Housing Authority to comply with its reporting requirements, and Owner shall promptly supply such additional or different information in the reports required hereunder. Owner shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by the Housing Authority with respect to all matters covered by this Agreement. Owner, at such time and in such forms as the Housing Authority may require, shall furnish to the Housing Authority statements, records, reports, data and information pertaining to matters covered by this Agreement. Upon reasonable advance request for examination by the Housing Authority, Owner, at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Agreement. Owner shall permit the Housing Authority to audit, examine and make excerpts or transcripts from these records at the Housing Authority's sole cost.

The first annual report and annual income certification ("**Initial Report**") shall be submitted to the Housing Authority within thirty (30) days of the date of the initial rental of all the Affordable Units on the Property. Subsequent annual reports and annual income certifications or recertifications shall be submitted to the Housing Authority on July 15th of each calendar year during the term of this Agreement.

3.02 Housing Authority Approval of Lease Forms. The Housing Authority shall have the right to review and approve Owner's form of lease for the Affordable Units, including disclosures of the affordability restrictions on the Affordable Units, prior to Owner's use of such form. The Owner's form of lease shall include a provision requiring tenants of Affordable Units to notify the Owner or the property manager of any tenant absence of over 30 consecutive days, and notifying tenants of Affordable Units that absences of over 180 days in any 365 day period could be a cause for termination of the applicable lease.

ARTICLE 4. PROVISION OF SERVICES AND MAINTENANCE OF PROPERTY

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4.01 Maintenance. During the term of this Agreement, Owner shall maintain, or cause to be maintained, the Property, including all improvements thereon, in a manner consistent with the provisions set forth therefor in the Alameda Municipal Code, and shall keep the entire Property free from any accumulation of debris or waste materials prior to and after construction. The Owner's maintenance obligation pursuant to this Section 4.01 shall include Owner's obligation to inspect the Affordable Units at least once a year and may use HQS, NSPIRE, UCPS or other similar federal standard to determine housing quality. If the unit fails due to the tenant's inability to meet this standard after 30 days' notice, a notice of termination shall be issued.

If, at any time, Owner fails to maintain the Property, and has either failed to commence to cure such condition or to diligently prosecute to completion the condition or the condition is not corrected after expiration of sixty (60) days from the date of written notice from the Housing Authority to the Owner, the Housing Authority may perform the necessary corrective maintenance, and Owner shall pay such costs as are reasonably incurred for such maintenance. The Housing Authority shall have the right to place a lien on the Property should Owner not reimburse the Housing Authority for such costs within sixty (60) days following the Housing Authority's written demand for reimbursement of such costs. Owner, on behalf of itself, its heirs, successors and assigns, hereby grants to the Housing Authority and its officers, employees and agents, an irrevocable license to enter upon the Property to perform such maintenance during normal business hours after receipt of written notice from The Housing Authority and Owner's failure to cure or remedy such failure within sixty (60) days of such notice. Any such entry shall be made only after reasonable notice to Owner, and the Housing Authority shall indemnify and hold Owner harmless from any claims or liabilities pertaining to any such entry by the Housing Authority. Failure by Owner to maintain the Property in the condition provided in this Article 4 may, in the Housing Authority's reasonable discretion, constitute a default under this Agreement.

ARTICLE 5. NO TRANSFER

5.01 Prohibition. Except with respect to Permitted Transfers (as defined below), Owner shall not make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Property, the Housing Project or this Agreement without the prior written approval of the Housing Authority, which approval shall not be unreasonably withheld.

5.02 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the Housing Authority approval of an assignment or transfer of this Agreement or conveyance of the Property or Housing Project, or any part thereof, shall not be required in connection with any of the following (the **"Permitted Transfers"**):

(a) The lease of Affordable Units to Eligible Households.

(b) Assignments for financing purposes, and any subsequent transfer to the lender providing such financing by foreclosure or deed in lieu of foreclosure thereunder, subject to such financing being considered and approved by the Housing Authority.

(c) Transfer of the Property and Housing Project to an affiliate entity which controls, is controlled by or under common control with Owner.

(d) In the event of an assignment by Owner pursuant to subparagraph (c) not requiring the Housing Authority's prior approval, Owner nevertheless agrees that at least thirty (30) days prior to such assignment or transfer it shall give written notice to the Housing Authority of such assignment or transfer and that such transferee shall be required to assume Owner's obligations under this Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the Housing Authority.

5.03 Housing Authority Consideration of Requested Transfer. The Housing Authority agrees that it will not unreasonably withhold approval of a request made pursuant to this Article 5 provided (a) the Owner delivers written notice to the Housing Authority requesting such approval, and (b) the Housing Authority determines the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as Owner, and (c) the assignee or transferee assumes the obligations of the Owner under this Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the Housing Authority. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the Housing Authority to evaluate the proposed assignee or purchaser pursuant to the criteria set forth herein and other criteria as reasonably determined by the Housing Authority. The Housing Authority shall approve or disapprove the request within forty-five (45) days of its receipt of the Owner's notice and all information and materials required herein.

ARTICLE 6. NO DISCRIMINATION

Owner covenants, by and for itself and any successors in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees in the Property.

ARTICLE 7. NO IMPAIRMENT OF LIEN

No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any ground lease or memorandum thereof, mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Owner to the Property and Housing Project shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

ARTICLE 8. DURATION

This Agreement shall be deemed to run with the Property and Housing Project until the

date which is twenty (20) years following the Effective Date.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The covenants contained in the Agreement shall be binding upon Owner and its heirs, successors and assigns, and such covenants shall run in favor of the Housing Authority and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard as to whether the Housing Authority is or remains an owner of any land or interest therein to which such covenants relate. The covenants contained in the Agreement, without regard to technical classification and designation, shall be for the benefit of and shall be enforceable only by the Housing Authority, and its successors and assigns.

ARTICLE 10. SUBORDINATION AGREEMENT

Except as otherwise expressly provided below, this Agreement shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes) and Owner shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to the Housing Authority for recordation in the Official Records of Alameda County, a subordination agreement, in a form reasonably acceptable to the Housing Authority, subordinating such mortgages, deeds of trust and other liens to this Agreement thereby ensuring the priority of this Agreement over all such mortgages, deeds of trust and other liens. Notwithstanding the subordination provisions set forth herein, the Housing Authority may, in its sole discretion, subordinate this Agreement. Notwithstanding the foregoing, the Housing Authority shall subordinate this Agreement, pursuant to a subordination agreement form reasonably acceptable to the Housing Authority, to debt financing for the Property if such debt financing includes affordability covenants that (1) expire after the expiration of this Agreement, and (2) require income targeting of equal or greater affordability with respect to all units in the Property. In connection with any subordination (whether this Agreement will be senior or junior), Owner shall pay an administrative fee to the Housing Authority in the amount of $150 per unit per year and shall reimburse the Housing Authority for all out-of-pocket costs in connection therewith, including attorney's fees.

ARTICLE 11. DEFAULT AND REMEDIES

11.01 Any failure by Owner to perform any term or provision of this Agreement shall constitute a "**Default**" (1) if Owner does not cure such failure within thirty (30) days following written notice of default from the Housing Authority, or (2) if such failure is not of a nature which can be cured within such thirty (30) day period, Owner does not commence substantial efforts to cure the failure within thirty (30) days and thereafter prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given under this Agreement shall identify the nature of the failure in performance which the Housing Authority claims constitutes the Default and the manner in which such Default may be satisfactorily cured. Any failure or delay by the Housing Authority in asserting any of its rights or remedies, including specific performance, as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive the Housing Authority of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

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11.02 In the event of any Default, the Housing Authority and its successors and assigns shall have the right to exercise any and all of the following rights and remedies:

(a) Charge a monthly non-compliance fee in the amount of $_____ per month or portion thereof with respect to each unit in the Property that is not operated and occupied in compliance with this Agreement; to the extent that any material breach of this Agreement affects common areas or all of the units (such as a Default under Section 4.01), such non-compliance fee shall apply to all units in the Housing Project.

(b) Collect all rents and income in connection with the operation of the Housing Project and use the same and the reserve funds for the operation and maintenance of the Housing Project.

(c) Take possession of the Housing Project and bring any action necessary to enforce any rights of Owner with respect to the operation of the Housing Project, and operate the Housing Project in accordance with the terms of this Agreement until such time as the Housing Authority, in its sole discretion, shall determine that Owner is again in a position to operate the Housing Project in accordance with the terms of this Agreement.

(d) Maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, including, without limitation, seeking specific performance.

ARTICLE 12. NOTICES, DEMANDS AND COMMUNICATIONS

Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent: (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service and marked for next day business delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated herein or to such other address as a party may designate by written notice to the other. Any written notice, demand or communication shall be deemed received: (a) immediately if delivered by personal delivery as provided hereinabove; (b) on the third (3rd) day from the date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; and (c) on the next business day if sent via nationally recognized overnight courier and marked for next day business delivery. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

To the Housing Authority:	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501 Attention: Executive Director
To Owner	Alameda Affordable Housing Corporation 701 Atlantic Avenue Alameda, CA 94501 Attention: Executive Director

ARTICLE 13. ATTORNEYS' FEES

In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in any action or proceeding.

ARTICLE 14. MISCELLANEOUS

Each party agrees to cooperate with the other in the implementation and administration of this Agreement and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The words "include" and "including" shall be construed as if followed by the words "without limitation." All exhibits and attachments hereto are incorporated by reference as though fully restated herein. This Agreement shall be interpreted as though prepared jointly by both parties, and shall be construed in accordance with and be governed by the laws of the State of California. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. A waiver by either party of a breach of any of the covenants, conditions or agreements hereunder to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof. No waiver by the Housing Authority of any of the conditions hereof shall be effective unless in writing expressly identifying the scope of the waiver and signed on behalf of an authorized official of the Housing Authority. Any alteration, change or modification of or to the Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party hereto.

[Signatures to Follow]

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IN WITNESS WHEREOF, the Housing Authority and Owner have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized, on the Effective Date first above written.

HOUSING AUTHORITY:

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

By: _____
[Signature must be notarized]
Vanessa M. Cooper
Executive Director

OWNER:

Alameda Affordable Housing Corporation,
A California nonprofit public benefit corporation

By: _____
[Signature must be notarized]
Vanessa M. Cooper
Executive Director

[Signatures must be notarized.]

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, ____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, ____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature

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EXHIBIT A

Description of Property

[FILL IN WITH EXISTING PROPERTY DESCRIPTION]

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EXHIBIT B

Tenant Income Certification

Project Name and Address:_____ Date: _____

Affordable Units: □ 50% of Median Income
□ 80% of Median Income
□ 120% of Median Income

Address/Unit Number: _____ Rent:_____

Tenant/Household Name:_____ Date of Lease:_____

Size of Household: _____ Expiration:_____

Total Household Income:_____ per year

The following list includes each member of the household and their income. Attached are federal or state income tax returns for the most recent tax year, current stubs from paychecks or other evidence of the income of each income-producing member of the household.

Name of Household Member	Relationship	Age	Social Security Number	Annual Income	Source of Income/ Name of Employer

I/We the undersigned have read and answered fully, frankly and personally each of the above questions under penalty of perjury and do hereby swear they are true.

_____ _____

Head of Household Date Owner/ Agent Date

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EXHIBIT C

CERTIFICATION OF CONTINUING COMPLIANCE

Project Name and Address:_____ Date: _____

Total Affordable Housing Units in Project:

Very Low Income Units (not to exceed 50% of Median Income): _____

Low Income Units (not to exceed 80% of Median Income): _____

Moderate Income Units (not to exceed 120% of Median Income): _____

The Owner, in accordance with the Amended and Restated Affordable Housing Agreement dated _____ (the "**Agreement**") does hereby certify to the Housing Authority of the City of Alameda that Owner is in continuing compliance with the Agreement, and that to the knowledge of the undersigned no default exists under said Agreement. Specifically, it hereby is confirmed that each Eligible Household currently residing in a unit in the Project has completed a Certificate of Tenant Eligibility and Income Verification in the form approved by the Housing Authority of the City of Alameda and that from and after the Effective Date under the Agreement, all of the occupied units in the Project have been rented to (or are vacant and last occupied by) Eligible Households [*Check box if applicable and attach appropriate documents:* ☐ except as indicated in the attached documents].

Signed:_____ Date:_____
Owner/ Agent

[Attached pages as applicable.]

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Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: June 17, 2026

Re: Accept an update on the Request for Qualification process for property management services and adopt a Resolution authorizing the Executive Director to negotiate property management agreements for 3 years for the following sites (AAHC-Anne B. Diament Plaza, AAHC-China Clipper Plaza, AAHC-Eagle Village, AAHC-Esperanza Apartments, AAHC-Scattered Sites, AAHC-Parrot Village, AHA-Independence Plaza, AHA-Parrot Gardens, AHA-Scattered Sites, Constitution and Eagle, LP, Everett and Eagle, LP, Sherman and Buena Vista, LP, Mosley and Mabuhay, LP, Lakehurst and Mosley, LP, Mabuhay and Lakehurst, LP); and in the event the Board of Commissioners is unable to meet in August 2026 or an executed agreement is required for funding purposes or loan conversion, authorize the Executive Director to execute the property management agreements and return to the next scheduled Board meeting for ratification.

BACKGROUND

The property management agreements with Asset Living (formerly known as FPI Management, Inc.), to manage the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) owned properties per the attached exhibit, Attachment B, are set to expire on December 31, 2026. The attached exhibit also includes Estuary II (Mosley and Mabuhay, LP) and AHA-The Poplar which is in predevelopment phase. In anticipation of the contract expiration and to support the Agency's operational goals, the Housing Authority of City of Alameda (AHA) issued a Request for Qualifications (RFQ) for third party property management service providers on April 2, 2026. AHA requested qualifications from experienced and licensed firms to provide property management services for some or all of AHA, AAHC, and ICD portfolio. The RFQ was issued through AHA's procurement portal (Euna), which notified 180 vendors, with 10 vendors providing responses. Following an initial review for responsiveness and qualifications, eight (8) firms were invited to participate in in-person interviews with the evaluation committee on May 18, 2026 through May 20, 2026.

DISCUSSION

The evaluation committee reviewed the written submissions, conducted interviews, and evaluated each firm based on the criteria established in the RFQ, including:

1. Years of experience and qualifications of providing comparable services in the Bay Area
2. References
3. Real estate and brokers licenses to perform property management services in California
4. Affordable housing experience, to include Permanent Supportive Housing experience, for onsite and regional staff
5. Supervision and quality control mechanisms
6. Adequate administrative staff functionality, including accounting and compliance
7. Electronic record keeping system, preferably Yardi, and use of technology to streamline operations and provide accurate reporting, data, and management of key performance indicators
8. Acceptance by lenders, equity investors, local and state regulators, including the California Tax Credit Allocation Committee

Following the evaluation committee's assessment and recommendations, the interview panel proposed starting negotiations for the property management portfolio between the top two ranked firms, with the expectation that the portfolio may be split between the two providers. The proposed approach is intended to provide manageable portfolio distribution and oversight, with reduced operational risk associated with a full portfolio transition to a single provider. To facilitate the transition planning, the two proposed firms have executed Non-Disclosure Agreements (NDAs) with AHA. Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination. Significant work with lenders, investors and regulators will also be needed in the next two months to seek approvals. The names of the recommended firms will be disclosed in August 2026, after the negotiated property management agreements are presented to the Board of Commissioners.

Although the current property management agreements for each property with Asset Living remains in effect through December 31, 2026, the Agency anticipates initiating a phased transition in the fall prior to the contracts' expiration date. There may temporarily be overlap in operational and transitional related expenses during this period. If approved, the transitions will be implemented and administered with industry best practices in accordance with local, state and federal law, current HUD requirements, and HAP contracts. AHA will be supporting the best practices for the transition of property management and ensure the tenant selection, admissions, inspections, setting of rents and utility allowances, maintenance, and lease enforcement are administered appropriately by the new proposed property management firms.

Staff will return to the Board in August 2026 with the formal proposed property management agreements. However, staff is seeking approval for the Executive Director,

or designee, to sign and bring back the property management agreements for ratification. This is only to ensure the process can proceed, for example, if there were to be difficulty obtaining a quorum or a signed agreement is needed for funding purposes or for the loan conversion of the two North Housing sites.

FISCAL IMPACT

The individual property budgets for the AHA and AAHC owned properties are presented in separate agenda memoranda in this month's Board meetings. Due to the anticipated phased transition process, it is expected that there will be overlapping costs associated with onboarding, coordination, data migration and training, in addition to accounting adjustments close out actions. Any transitional related expenses will be managed within approved budget appropriations. If necessary, a mid-year budget revision will be brought to the Board of Commissioners if there is a material variance from the FY 2026-2027 budget that is presented in a separate agenda memorandum.

CEQA

Not Applicable.

RECOMMENDATION

Accept an update on the Request for Qualification process for property management services and adopt a Resolution authorizing the Executive Director to negotiate property management agreements for 3 years for the following sites (AAHC-Anne B. Diament Plaza, AAHC-China Clipper Plaza, AAHC-Eagle Village, AAHC-Esperanza Apartments, AAHC-Scattered Sites, AAHC-Parrot Village, AHA-Independence Plaza, AHA-Parrot Gardens, AHA-Scattered Sites, Constitution and Eagle, LP, Everett and Eagle, LP, Sherman and Buena Vista, LP, Mosley and Mabuhay, LP, Lakehurst and Mosley, LP, Mabuhay and Lakehurst, LP); and in the event the Board of Commissioners is unable to meet in August 2026 or an executed agreement is required for funding purposes or loan conversion, authorize the Executive Director to execute the property management agreements and return to the next scheduled Board meeting for ratification.

ATTACHMENTS

1. ATTACHMENT A- Property Management RFQ BOC Presentation
2. ATTACHMENT B - RFQ Property Management
3. ATTACHMENT C- Property Management RFQ Process Resolution

Respectfully submitted,

Radha Mehta

Radha Mehta, Management Analyst

Accept an update on the Request for Qualification process for property management services and approve a resolution authorizing the Executive Director to negotiate property management agreements for 3 years for the following sites (AAHC-Anne B. Diament Plaza, AAHC-China Clipper Plaza, AAHC-Eagle Village, AAHC-Esperanza Plaza, AAHC-Scattered Sites, AAHC-Parrot Village, AHA-Independence Plaza, AHA-Parrot Gardens, AHA-Scattered Sites, Constitution and Eagle, LP, Everett and Eagle, LP, Sherman and Buena Vista, LP, Mosley and Mabuhay, LP, Lakehurst and Mosley, LP, Mabuhay and Lakehurst, LP); and in the event the Board of Commissioners is unable to meet by August 2026 or an executed agreement is required for funding purposes or loan conversion, authorize the Executive Director to execute the property management agreements and return to the next scheduled board meeting for ratification.

June 17, 2026

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

1

Agenda

- AHA Property Portfolio
- Request for Qualifications ("RFQ") Process & Timeline
- Evaluation
- Recommendation for Transition
- Questions

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2

AHA Property Portfolio

- AHA and its affiliates owns or controls:
- 23 properties consisting of 796 units (with 2 commercial properties)
- Two additional properties (106 units) in development
- Portfolio includes family, senior properties, scattered site housing and Permanent Supportive Housing (PSH)
- All properties are located on the island of Alameda (approximately 5-mile maximum radius)
- Majority of portfolio are PBV and HCV residents

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3

AHA Property Management Contract – General

- 3-Year Contract with Renewal Options
- Start date no later than September 1, 2026

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RFQ Process

RFQ issued	Thursday, April 2, 2026
Remote Pre-Bid Conference	Wednesday, April 15, 2026 at 1pm PST
Deadline for questions	Monday, April 20, 2026 at 5pm PST
RFQ Response Due to AHA	Friday, April 24, 2026 at 5pm PST
Selection of Finalists approx. And notification of lenders and investors of finalist names. Requests for fee proposal and circulation of draft contract.	Week of April 27, 2026
Any Proposed Contract Changes due from Finalists	Week of May 4
Interview Finalists. Discuss any revised Fee Proposal & Any Proposed Contract Changes from Finalists if needed. Final Review & Meetings, References Check	May 18, 2026 to May 20, 2026
Select Management Agent	Monday, June 1, 2026
Board Approval of Update	Wednesday, June 17, 2026
Transition Period and lender/investor approval process (if new management agent selected). Additional Board approvals required	July – September 2026

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5

Evaluation Process

The evaluation committee reviewed the written submissions, conducted interviews, and evaluated each firm based on the criteria established in the RFQ, including:

1. Years of experience and qualifications of providing comparable services in the Bay Area
2. References
3. Real estate and brokers licenses to perform property management services in California
4. Affordable housing experience, to include Permanent Supportive Housing experience, for onsite and regional staff
5. Supervision and quality control mechanisms
6. Adequate administrative staff functionality, including accounting and compliance
7. Electronic record keeping system, preferably Yardi, and use of technology to streamline operations and provide accurate reporting, data, and management of key performance indicators
8. Acceptance by lenders, equity investors, local and state regulators, including the California Tax Credit Allocation Committee

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6

Recommendation for Transition of Services

- The Evaluation Committee proposed the top two Property Management firms to split the AHA portfolio.
- Two proposed property management firms signed a Non-Disclosure Agreements (NDAs) with AHA.
- Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination.
- The names of the recommended firms will be disclosed in August 2026, after the negotiated property management agreements are presented to the Board of Commissioners.
- Agency anticipates initiating a phased transition prior to the existing contracts' expiration date.
- There may temporarily be overlap in operational and transitional related expenses during this period.
- Staff will return to the Board in August 2026 with the formal proposed property management agreements.

7

Any Questions?

Housing Authority — of the — City of Alameda

8

Attachment #B - Accept an update on the Request for Qualification process for property management services and approve a resolution authorizing the Executive Director to negotiate property management agreements for 3 years for the following sites (AAHC-Anne B. Diament Plaza, AAHC-China Clipper Plaza, AAHC-Eagle Village, AAHC-Esperanza, AAHC-Scattered Sites, AAHC-Parrot Village, AHA-Independence Plaza, AHA-Parrot Gardens, AHA-Scattered Sites, Constitution and Eagle, LP, Everett and Eagle, LP, Sherman and Buena Vista, LP, Mosley and Mabuhay, LP, Lakehurst and Mosley, LP, Mabuhay and Lakehurst, LP, AHA-The Poplar); and in the event the Board of Commissioners is unable to meet in August or an executed agreement is required for funding purposes or loan conversion, authorize the Executive Director to execute the property management agreements and return to the next scheduled board meeting for ratification.

Count	Legal Entity	Doing Business As ("DBA")
1	Housing Authority of the City of Alameda	Independence Plaza
2	Housing Authority of the City of Alameda	Parrot Gardens
3	Housing Authority of the City of Alameda	**AHA-Scattered Sites**
4	Housing Authority of the City of Alameda	Sherman House
5	Housing Authority of the City of Alameda	Lincoln House
6	Alameda Affordable Housing Corporation	Esperanza Apartments
7	Alameda Affordable Housing Corporation	Parrot Village
8	Alameda Affordable Housing Corporation	Eagle Village
9	Alameda Affordable Housing Corporation	Lincoln Willow
10	Alameda Affordable Housing Corporation	**AAHC-Scattered Sites**
11	Alameda Affordable Housing Corporation	Anne B. Diament Plaza
12	Alameda Affordable Housing Corporation	China Clipper Plaza
13	Alameda Affordable Housing Corporation	Stanford House
14	Housing Authority of the City of Alameda	The Poplar
15	Housing Authority of the City of Alameda	North Housing
16	Everett and Eagle, L.P.	Everett Commons
17	Sherman and Buena Vista, L.P.	Littlejohn Commons
18	Constitution and Eagle, L.P.	Rosefield Village
19	Lakehurst and Mosley, L.P.	Estuary I
20	Mabuhay and Lakehurst, L.P.	Linnet Corner
21	Mosley and Mabuhay, L.P.	Estuary II

***AHA = Housing Authority of the City of Alameda**

***AAHC = Alameda Affordable Housing Corporation**

***L.P. = Limited Partnership**

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE PROPERTY MANAGEMENT AGREEMENTS FOR THREE YEARS FOR THE FOLLOWING SITES: AAHC-ANNE B. DIAMENT PLAZA, AAHC-CHINA CLIPPER PLAZA, AAHC-EAGLE VILLAGE, AAHC-ESPERANZA APARTMENTS, AAHC-SCATTERED SITES, AAHC-PARROT VILLAGE, AHA-INDEPENDENCE PLAZA, AHA-PARROT GARDENS, AHA-SCATTERED SITES, CONSTITUTION AND EAGLE, LP, EVERETT AND EAGLE, LP, SHERMAN AND BUENA VISTA, LP, MOSLEY AND MABUHAY, LP, LAKEHURST AND MOSLEY, LP, MABUHAY AND LAKEHURST, LP; AND IN THE EVENT THE BOARD OF COMMISSIONERS IS UNABLE TO MEET IN AUGUST 2026 OR AN EXECUTED AGREEMENT IS REQUIRED FOR FUNDING PURPOSES OR LOAN CONVERSION PRIOR TO THE NEXT MEETING OF THE BOARD OF COMMISSIONERS, AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE PROPERTY MANAGEMENT AGREEMENTS AND RETURN TO THE NEXT SCHEDULED BOARD MEETING FOR RATIFICATION.

WHEREAS, the Housing Authority of the City of Alameda, a public body, corporate and politic, ("Housing Authority") is permitted to transact business and exercise any power inferred pursuant to the Housing Authorities Law (Health and Safety Code Section 34200 et seq.);

WHEREAS, the Housing Authority Board of Commissioners have previously approved agreements for AHA and affiliated owner properties for property management services with FPI Property Management, Inc. (now known as Asset Living) with the expiration date of December 31, 2026, and

WHEREAS, the Housing Authority issued a Request for Qualifications on April 2, 2026 and invited eight firms to an in person interview and selected two firms to contract with for property management services; and

WHEREAS, as a public agency, the Housing Authority of the City of Alameda (AHA) is required to initiate new solicitations under AHA's procurement policy and procedures, in compliance with HUD guidelines, it is preferable to solicit larger pool of candidates to ensure proper quality and compliance for property management services; and

WHEREAS, the proposed budget includes expenditures that are necessary to procure services related to transitioning the services leasing and operations, property management, repair and maintenance work, budget preparation, initial lease up and project start up, enforcement of lease to new property management; and

WHEREAS, the AHA proposes the transition of services to two new property management firms with temporary overlap in operational and transitional related expenses during this period; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

BE IT FURTHER RESOLVED that Board of Commissioners authorizes the Executive Director to negotiate property management agreements for 3 years for the following sites: AAHC-Anne B. Diament Plaza, AAHC-China Clipper Plaza, AAHC-Eagle Village, AAHC-Esperanza Apartments, AAHC-Scattered Sites, AAHC-Parrot Village, AHA-Independence Plaza, AHA-Parrot Gardens, AHA-Scattered Sites, Constitution and Eagle, LP, Everett and Eagle, LP, Sherman and Buena Vista, LP, Mosley and Mabuhay, LP, Lakehurst and Mosley, LP, Mabuhay and Lakehurst, LP;

BE IT FURTHER RESOLVED that in the event the Board of Commissioners is unable to meet in August 2026 or an executed agreement is required for funding purposes or loan conversion, the Board of Commissioners authorize the Executive Director to execute the property management agreements and return to the next scheduled board meeting for ratification.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: Commissioners:

Nayes: Commissioners:

Abstain: Commissioners:

Absent: Commissioners:

ATTEST:

_____ _____

Vanessa M. Cooper
Secretary/Executive Director

Carly Grob, Chair
Board of Commissioners

Approved as to form

_____
General Counsel

Adopted: _____, 2026

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Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: June 17, 2026

Re: Establish a Nominating Ad Hoc Committee for the Appointment of the Chair and Vice Chair of the Board of Commissioners for the Period of July 1, 2026 - June 30, 2027.

BACKGROUND

Section 4 of the Rules and Procedures of the Housing Authority states: “The Chair and Vice Chair shall be elected by the Board of Commissioners from its membership at the first meeting after July 1st of each year when the Commission is fully constituted.”

DISCUSSION

The Board is asked to appoint up to three Board members to constitute the Ad Hoc Committee. This committee will report back to the Executive Director with recommendations no later than two weeks before the first meeting after August 1, 2026.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Establish a Nominating Ad Hoc Committee for the Appointment of the Chair and Vice Chair of the Board of Commissioners for the Period of July 1, 2026 - June 30, 2027.

ATTACHMENTS

None

Respectfully submitted,

Vanessa Cooper

Vanessa Cooper, Executive Director