



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, December 18, 2024 - 6:30 PM**
LOCATION

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

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

Join Zoom Meeting

<https://us06web.zoom.us/j/83030077310?pwd=fv5xIYAEFr5k4f7GI6KQMDOK4vRw4g.1>

Meeting ID: 830 3007 7310

Passcode: 790402

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

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

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

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

PLEDGE OF ALLEGIANCE

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



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

3. COMMISSIONER RECUSALS
4. Public Comment (Non-Agenda)
5. Closed Session - 6:30 p.m. - Adjournment to Closed Session to Consider:
 - 5.A. Conference with Legal Counsel-Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: One potential case
 - 5.B. Public Employee Performance Evaluation (Ca. Government Code § 54957)
Title: Executive Director
6. Adjournment of Closed Session
7. RECONVENE REGULAR MEETING
8. Announcement of Action Taken in Closed Session, if any.
9. Public Comment (Non-Agenda)
10. CONSENT CALENDER
Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.
 - 10.A. Approve Minutes of the Regular Board of Commissioners Meeting held on November 20, 2024. **Page 4**
 - 10.B. Accept the Monthly Construction Report for The Estuary I. **Page 13**
 - 10.C. Accept the Monthly Construction Report for Linnet Corner. **Page 21**
 - 10.D. Accept the Monthly Report for North Housing Offsites. **Page 30**
 - 10.E. Authorize the Executive Director or designee to execute Amendment No. 1 for an amount not to exceed \$2,300,000 and a two-year extension with Life Skills Training and Education Programs, Inc (“LifeSTEPS”) **Page 35**
 - 10.F. Accept Report on the Potential Purchase of BMR Property - 440 Roth Lane. **Page 200**



- 10.G. Provide temporary approval of employee benefits changes, including activities encouraging retention of staff who have worked more than 3 years for the Housing Authority of the City of Alameda (AHA), and adjustment to Vacation Accrual Caps, increase to Tuition Reimbursement, and modification to the On-call Compensation Provisions for all eligible employees. **Page 202**
- 10.H. Authorize the Executive Director to Negotiate and Execute License Agreements with Lakehurst and Mosely LP and Mabuhay and Lakehurst LP for Construction Laydown and Stockpile Activities. **Page 205**
11. AGENDA
- 11.A. Accept an Update on the Housing Authority of the City of Alameda's (AHA) Independence Plaza Restore-Rebuild (Formerly Faircloth-to-RAD) Efforts and Authorize an Agreement with Alameda Affordable Housing Corporation (AAHC) to Remain As the Property Manager. **Page 225**
- 11.B. Authorize the Executive Director or designee to amend and sign the regulatory agreements on AHA/AAHC and ICD sites as necessary and as permitted by other lenders and investors. **Page 248**
12. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
13. WRITTEN COMMUNICATIONS
14. EXECUTIVE DIRECTOR'S COMMUNICATIONS
15. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
16. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
17. Announcement of Action Taken in Closed Session, if any.
18. ADJOURNMENT

* * * Note * * *

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





**DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
WEDNESDAY, NOVEMBER 20, 2024**

PLEDGE OF ALLEGIANCE

Chair Grob called the meeting to order at 6:07 p.m.

1. ROLL CALL - Board of Directors

Present: Chair Grob, Commissioner Decoy,
Commissioner Husby, Commissioner Joseph-Brown,
and Commissioner Kaufman

Absent: Commissioner Tamaoki and Commissioner Sidelnikov

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

Chair Grob confirmed that there were more than 4 Commissioners present in the noticed meeting room and no Commissioners were attending virtually.

3. COMMISSIONER RECUSALS

None.



4. Public Comment (Non-Agenda)
None.

5. Closed Session:
Chair Grob adjourned to Closed Session at 6:09 p.m. to discuss items 5.A, 5.B, and 5.C.

6. Adjournment of Closed Session:
Chair Grob adjourned Closed Session at approximately 7:30 p.m.

7. Reconvened of Regular Meeting:
Chair Grob reconvened the Regular Meeting at 7:34 p.m.

8. Announcement of Action Taken in Closed Session:
Chair Grob stated that during Closed Session the Board discussed items 5.A and 5.B and would readjourn to Closed Session after the Regular Meeting to discuss item 5.C.

9. Public Comment (Non-Agenda):

Vanessa Cooper, Executive Director, inquired as to whether there was anyone online who would like to make a comment. Hearing none, Ms. Cooper stated that the Housing Authority of the City of Alameda (AHA) received written comments from East Bay Community Law Center (EBCLC) regarding a specific case which is currently in litigation, therefore, AHA cannot comment on the case. However, to help streamline communications, AHA will direct EBCLC to work with an attorney in AHA's General Counsel office. Ms. Cooper stated that AHA's Quarterly Advocates Meeting is scheduled to take place on December 9, 2024, and EBCLC has been invited to attend this meeting, as it may be a good forum for EBCLC to meet with various AHA staff members to address general issues. Ms. Cooper stated that the Board has been provided with a copy of the response to EBCLC's comments submitted on October 16, 2024, and the Board will be provided with a response to EBCLC's written comments, submitted on November 20, 2024, prior to the December Board of Commissioners Meeting.

10. CONSENT CALENDER

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

Items accepted or adopted are indicated by an asterisk.



- *10.A Approve Minutes of the Regular Board of Commissioners Meeting held on October 16, 2024.
- *10.B Accept the Monthly Overview Report for the Housing Programs Department.
- *10.C Accept the Monthly Overview Report for Property Operations.
- *10.D Accept the Monthly Update on Construction in Progress (CIP).
- *10.E Accept the Quarterly Overview Report for the Housing Development Department.
- *10.F Accept the Quarterly Development Report for The Estuary II.
- *10.G Accept Quarterly Family Self Sufficiency (FSS) Report.
- *10.H Accept the Quarterly Overview Report for the Executive/Data and Policy and HR Departments.
- *10.I Accept the Quarterly Overview Report For The Administration and Services Department.
- *10.J Accept the Quarterly Overview Report for the Asset Management Department.
- *10.K Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through September 30, 2024.
- *10.L Accept the Quarterly Financial Report for the month ended September 30, 2024.
- *10.M Accept the Quarterly Investment Report for the Period Ending September 30, 2024.
- *10.N Authorize the Executive Director to execute the second amendment to the agreement with Techordia, LLC. for security camera management services.
- *10.O Approve the Quarterly Write-off to September 30, 2024 of Uncollectible Accounts Receivable from Former Residents.
- *10.P Approve the 2023-24 Housing Successor Agency Report.
- 10.Q Approve changes to the Administrative Plan to implement the approved Moving To Work (MTW) activities and other procedural updates.
- *10.R Approval of Commissioner conference attendance and 2025 Out-of-State travel.
- *10.S Approve Changes to the 2014 Contract with the Executive Director.

Chair Grob stated that Item 10.Q will be moved to the Regular Agenda and will be taken after Item 11.A, which will be taken after Item 11.B.

Commissioner Kaufman moved to accept the Consent Calendar items 10.A thru 10.P and 10.R thru 10.S, and Commissioner Husby seconded. The motion passed unanimously.

Yes	5	Chair Grob, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, and Commissioner Kaufman
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11. AGENDA

Chair Grob stated that item 11.B would be taken first, followed by items 11.A and 10.Q.

11.A Accept a Presentation on Electric Vehicle (EV) Charging options for Housing Authority of the City of Alameda (AHA) properties.

Jocelyn Layte, Housing Development Specialist, provided a presentation that summarized the options and costs of Electric Vehicle (EV) charging at AHA portfolio sites.

In response to Chair Grob, Ms. Layte stated that while there is no count available of the number of residents at Independence Plaza (IP) that may be interested in EV charging, there are 183 parking spaces at IP and nearly all the spaces are occupied. The California Energy Commission (CEC) and CLEAResult, have indicated that, most often, EV ownership increases after the charging stations are installed. Ms. Layte stated that all spaces with charging stations installed do not have to be designated as “EV Charging” stations. This designation can be decided after the stations are installed, and a pattern of use can be determined. Ms. Cooper stated that the demand for parking spaces at IP goes through phases. Currently, IP is slightly under parked. However, AHA has received EV charging capability inquiries from both current and potential tenants at this property. There has been an increase in the number of staff driving EVs which speaks to the momentum of EV usage.

10.Q Approve changes to the Administrative Plan to implement the approved Moving To Work (MTW) activities and other procedural updates.

Tonya Schuler-Cummins, Director of Data and Policy, provided a presentation that summarized the revisions made to the Administrative Plan to implement the approved Moving To Work (MTW) activities and other procedural updates, and provided the Board with a hard copy of the amendments made to the presentation after the Board packet was published. Ms. Cooper stated that the amendments to the presentation are to address item 11.B.

Commissioner Husby moved to approve changes to the Administrative Plan to implement the approved Moving To Work (MTW) activities and other procedural updates, including the amendments made to the presentation after the publication of the Board packet, and Chair Grob seconded. The motion passed unanimously.



- 11.B Accept the Update on the Independence Plaza Faircloth to RAD transaction; Approve the Authorizing Resolution 1084 for Independence Plaza Faircloth to RAD Transaction Documents; Approve expenditures of up to \$4M from AHA reserves to repay the Fannie Mae mortgage and to create a replacement reserve for the property and to cover other related costs as needed; Cancel the \$34M seller carry back loan to AAHC.

Ms. Cooper, stated that the Independence Plaza Faircloth to RAD transaction has been a team project, so this item will be presented by various staff members. She also clarified that while AHA does not expect to have 120 qualified households at the initial conversion, it is possible to obtain a contract with HUD for 120 vouchers and to lease units over time.

Tonya Schuler-Cummins, Director of Data and Policy, and Sylvia Martinez, Director of Housing Development, provided a presentation that summarized the Restore-Rebuild (formally known as Faircloth-to-RAD) updates and amendments made to the respective Memo and Resolution No. 1084. Ms. Martinez provided the Board with a hard copies of the amended Memo, Resolution (No. 1084), and attachment for this item.

Chair Grob appreciated AHA staff for working expeditiously to complete this transaction.

Chair Grob moved to accept the Update on the Independence Plaza Faircloth to RAD transaction; approve the Authorizing Resolution 1084 for Independence Plaza Faircloth to RAD Transaction Documents; approve expenditures of up to \$4M from AHA reserves to repay the Fannie Mae mortgage and to create a replacement reserve for the property and to cover other related costs as needed; cancel the \$34M seller carry back loan to AAHC, and Commissioner Joseph-Brown seconded. A roll call vote was taken, and the motion passed unanimously.

Yes	5	Chair Grob, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, and Commissioner Kaufman
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- 11.C Accept the Update on Initial Development and Financing Plan and Project Timeline for The Poplar (2615 Eagle Avenue).

Jenny Wong, Senior Project Manager, provided a presentation that summarized the project timeline and financing plan of The Poplar and highlighted the cost justification.



Commissioner Husby expressed excitement about this project expanding affordable housing to the east end of Alameda, noting that most affordable housing is currently located on the west end of Alameda. Commissioner Husby stated that it is also exciting to have a project focused on families, as the majority of the affordable housing pipeline is focused on the mature adult and homeless populations.

Commissioner Kaufman stated that it may be best to present the project as cost per bedroom or per projected residents, rather than per unit.

In response to Chair Grob, Ms. Cooper stated that in other projects AHA has provided nearly all pre-development funds. For this project, through a partnership with the City and the school district, the majority of funds have been provided with a very clear spending timeframe. The goal is that AHA will spend a lot of money upfront, to bring the project to readiness (i.e., shovel ready, permit ready, etc.) so if/when State funding is provided, the project is ready for the next steps.

Chair Grob moved to accept the update on Initial Development and Financing Plan and Project Timeline for The Poplar (2615 Eagle Avenue), and Commissioner Joseph-Brown seconded. The motion passed unanimously.

Yes 5 Chair Grob, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, and Commissioner Kaufman

11.D Approve Update to the Admissions and Continued Occupancy Policy and allow Executive Director to Make Revisions.

Ms. Schuler-Cumins stated that every housing authority that has public housing has an Admissions and Continued Occupancy Policy (ACOP) and an Administrative Plan (Admin. Plan). The ACOP outlines policies governing the public housing side and the Admin. Plan outlines policies governing the voucher side of the organization. AHA's ACOP sunsetted in 2008 when AHA no longer held any public housing. To move forward with the Restore-Rebuild initiative (formally known as Faircloth-to-RAD), HUD requires an ACOP; which would only be in effect while families at Independence Plaza (IP) are in Public Housing units, hopefully no more than two weeks. Ms. Schuler-Cumins stated that to meet this requirement AHA's updated the ACOP, to align with its' Admin. Plan, where required. As the updated ACOP will be reviewed by HUD, revisions may be required, thus the action being presented allows AHA to make minor



revisions to allow the Restore-Rebuild initiative to move forward within the timeline.

Chair Grob moved to approve the update to the Admissions and Continued Occupancy Policy and allow Executive Director to Make Revisions, and Commissioner Decoy seconded. The motion passed unanimously.

Yes 5 Chair Grob, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, and Commissioner Kaufman

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

None.

13. WRITTEN COMMUNICATIONS:

None.

14. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Cooper appreciated staff for working on the Restore-Rebuild initiative at Independence Plaza (IP) and the related reassignments. While the goal is to complete the transfer this week, if need be, it will be completed no later than next month.

At the request of Ms. Cooper, Nancy Gerardin, Director of Property Operations, introduced Eileen Luo, Assistant Director Permanent Supportive Housing, who provided a brief overview of her professional experience.

Ms. Cooper reminded meeting attendees that AHA's Wait List will be open during the period of December 3, 2024 through December 16, 2024. Outreach materials have been distributed through various media including newspaper ads, social media, direct mails, emails, community canvassing, and community meetings. Both the outreach materials and applications have been prepared in five (5) languages, English, Spanish, Tagalog, Chinese, and Vietnamese. However, when the application is being completed online, through Google translate, the application can be translated to any chosen language. Application centers will be hosted at Mastick Senior Center, Alameda Free Library, Alameda Point Collaborative, Village of Love, Independence Plaza, College of Alameda, and Alameda Boys & Girls Club. AHA staff will be onsite



at the centers to assist with application submittals. The applications are open to everyone and applying is free of cost.

Ms. Cooper stated that staff from the Mastick Senior Center have been tabling at Anne B. Diament (ABD) to share information about services available through their program. Twenty-two (22) tenants attended the last informational session. The next session will be hosted at Independence Plaza (IP) on December 11, 2024, and then sessions will continue, on a monthly basis, at both ABD and IP.

Ms. Cooper stated that AHA is continuing to work with the Zero Waste Program. Staff from the Zero Waste Program conducted two resident education events, one at IP and the other at Esperanza Apartments, to educate residents about composting and recycling. Residents provided positive feedback, and additional events are scheduled to take place in January 2025. AHA also rolled out an Alameda Boys & Girls Club free membership campaign, which is available to participants of any of AHA's programs with children between the ages of 5-17. The Alameda Boys & Girls Club provides a variety of services including afterschool care, summer care, education activities, and sports activities. After hosting sign-ups at Parrot Village, Rosefield Village, and Esperanza Apartments, the Alameda Boys & Girls Club staff reported that they were inundated with membership requests from AHA households. Additional membership information will be available in December. AHA is continuing their ongoing partnerships with the Alameda Foodbank, AC Transit, Drawbridge, and the City of Alameda Recreational Parks to continue services for AHA residents. As we approach the end of the year, AHA is also hosting a warm items drive for the homeless shelter and Joshua Altieri, Community Relations Manager, is working with the Alameda Fire Department to host a toy drive for AHA residents.

15. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

None.

16. ADJOURNMENT OF REGULAR MEETING

Chair Grob adjourned the meeting at 8:45 p.m. and stated that the meeting will reopen after the Alameda Affordable Housing Corporation (AAHC) Board of Directors Meeting.

17. Reconvened of Regular Meeting:



Chair Grob reconvened the Regular Meeting at 8:55 p.m. and confirmed that the Board voted on item 11.B. as presented.

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

Chair Grob adjourned to Closed Session at approximately 9:00 p.m. to discuss item 5.C.

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

Chair Grob reconvened the Regular Meeting at 9:22 p.m. and stated that during Closed Session the Board discussed item 5.C, which is the Evaluation of the Executive Director.

19. ADJOURNMENT

Chair Grob adjourned the meeting at 9:23 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, Chair
Board of Commissioners



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: December 18, 2024

Re: Accept the Monthly Construction Report for The Estuary I.

BACKGROUND

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

The Estuary I project is located at 500 Mosley Avenue. ICD is the developer. The project scope includes 45 new construction permanent supportive housing units for homeless or formerly homeless individuals or households, including one manager's unit. Amenities include property management offices, social service coordination offices, a community room, a mail room, central laundry, central courtyard, and secure bike parking. J.H. Fitzmaurice, Inc. (JHF) initiated construction on January 30, 2024, and is scheduled to achieve completion on or before August 8, 2025.

Please see previous monthly Board Reports for project details prior to this month's update.

DISCUSSION

Construction

The overall project completion and billing percentage, through November 30, 2024, is approximately 66%. Construction activities in October and November included plaster finish, exterior stucco, and paint at the courtyard's south elevation; window installation is nearly complete; waterproofing is completed on the east, south, and west elevations; drywall, tape, texture, and painting in the units and corridors are completed, and installation of interior door, trim, and cabinets is ongoing on all floors.

CCTV cameras and the live guard, patrolling the site after hours and on weekends, provide security at the site as JHF continues to make good construction progress. Currently, the project is on track to be completed on time.



Change orders from October and November were \$111,900 and \$89,800 respectively, bringing the total approved change orders amount to \$388,185. Owner contingency funds are held separately from the contract. Executed change orders have utilized approximately 28% of available owner contingency.

On October 21, 2024, Bank of America and Enterprise, our construction lender and equity investor, approved and allowed project savings from permits and impact fee budget line items reallocated for soil disposal costs.

Only the Executive Director can approve additional costs to the contract, within the planned contingency amounts and staff closely reviews all prospective change orders at the site. Staff continues to track soft cost savings and contingency availability, which can be applied to hard cost uses later in the project's cycle.

Operation and Lease Up Activities

Staff is working with cross-agency departments and external partners to prepare the project for leasing in 2025.

Community Partnerships

On November 13, 2024, staff hosted an onsite tour of Linnet Corner and Estuary I. This tour was attended by Mayor Marilyn Ezzy Ashcraft, City of Alameda staff, AHA Commissioner Thelma Decoy, and partners, Building Futures and Alameda Point Collaborative. The tour took attendees through the interior community spaces, offices, and interior units. Staff thanks and appreciates our partners that all contribute to the success of the City's future homes.

FISCAL IMPACT

AHA and ICD have completion and lease up guarantees on this development. The construction is on time and on budget. Operations and lease up planning activities are meeting project milestones. See attachment for the monthly budget update.

CEQA

Not Applicable.

RECOMMENDATION

Accept the Monthly Construction Report for The Estuary I.

ATTACHMENTS

- 1. Att1_The Estuary I Progress Photos
- 2. Att2_The Estuary I Budget Tracking Through November 2024
- 3. Att3_North Housing Hard Hat Tour

Respectfully submitted,

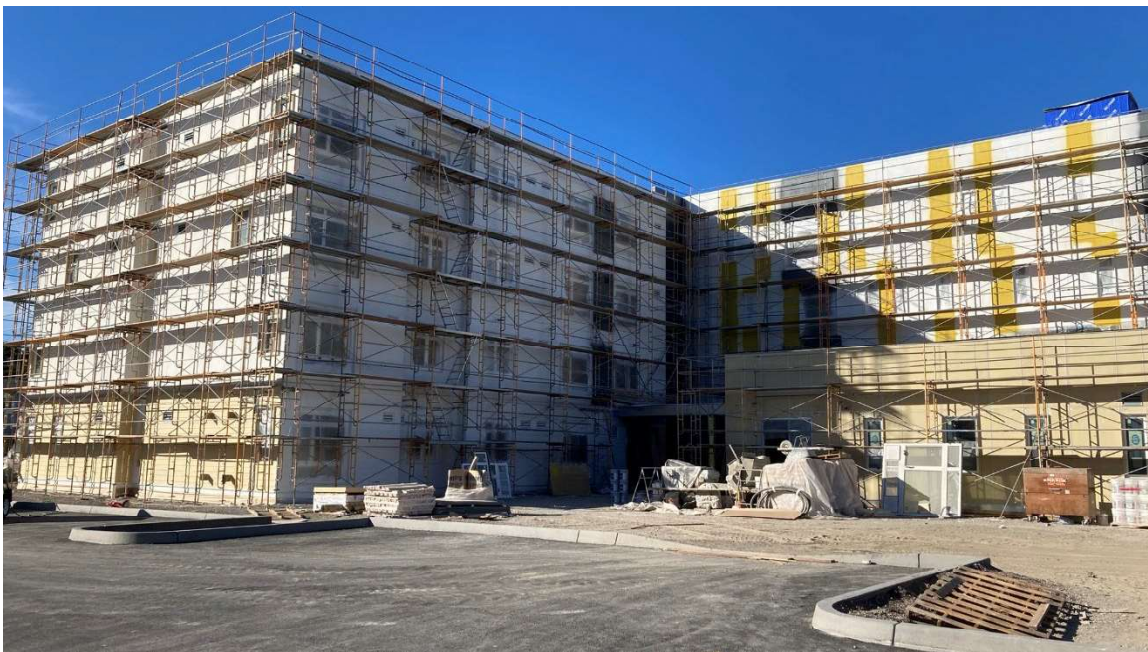


Tony Weng, Senior Project Manager

The Estuary I Progress Photos



Aerial photo of the North Housing Block A site. The Estuary I is the building on the bottom of the photo.



Building progress photo from the southeastern elevation (view from the future parking lot).



Building progress photo from northeastern elevation (view from Mosley Ave).



Tape, Texture, Painting in a studio unit.





Drywall, tape, texture, and painting in the corridors.



Kitchen cabinets installed at one of the units.



The Estuary I
Monthly Update - as of November 30, 2024

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$2,461,115	\$2,444,510	99%	\$16,605
Hard Costs	\$27,175,843	\$16,569,595	61%	\$10,606,247
Soft Costs	\$13,286,926	\$3,496,617	26%	\$9,790,309
Total	\$42,923,884	\$22,510,723	52%	\$20,413,161

General Contract Status	
Total Contract Value	\$24,898,007
Change Orders	\$388,179
Revised Contract Value	\$25,286,185
Value of Work Completed to Date	\$16,749,340
Retention Withheld	\$1,623,564
Amount Paid to Date	\$15,125,776
Balance to Finish	\$10,160,410
% Construction Complete	66%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,394,525	\$250,000
Approved Change Orders to Date	\$388,179	(\$66,413)
Remaining Balance of Contingency	\$1,006,346	\$316,413
% of Contingency Used	28%	-27%
Anticipated Soil Off-Haul Costs	\$687,700	
Projected Use of Contingency	\$244,570	
Remaining Balance of Contingency	\$74,076	
% of Contingency Projected	95%	



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North Housing Hard Hat Tour of The Estuary I and Linnet Corner



On November 13th, The Housing Authority of the City of Alameda (AHA) hosted an onsite tour of the Estuary I and Linnet Corner, as construction on both these buildings are right on schedule. Thank you to all those that attended including Mayor Marilyn Ezzy Ashcraft, City of Alameda staff, AHA Commissioner Thelma Decoy, and partners Building Futures and Alameda Point Collaborative. The tour took attendees through interior community spaces, offices, and inside resident units, while AHA project managers, Tony Weng and Paris Howze, shared information about the buildings and the residents these new homes will serve.





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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Paris Howze, Project Manager

Date: December 18, 2024

Re: Accept the Monthly Construction Report for Linnet Corner.

BACKGROUND

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

Linnet Corner is located at 2000 Lakehurst Circle, Alameda, CA 94501. The project is the new construction of a single, four (4) story residential building, with 64 units. There will be 40 studio units and 23 one-bedroom units targeting seniors aged 62 and over. There will also be one two-bedroom dedicated as a manager's unit. Affordability levels will range between 30% and 40% of the Area Median Income (AMI). The project will also have 25% or 16 units serving formerly homeless senior veterans. Amenities will include a community room, onsite property management and service provider offices, shared unassigned parking, a laundry room, a resident garden, and a roof terrace.

Staff delivered a notice to proceed on March 6, 2024, and J.H. Fitzmaurice, Inc. (JHF), commenced construction activities on March 14, 2024. The project is expected to achieve completion on or before October 30, 2025.

Please see previous Board of Commissioner reports for project details before this month's update.

DISCUSSION

Construction

The overall project completion and billing percentage, through November 30, 2024, is approximately 57%. October's construction activities included the completion of the main roof as well as the roof on the third-floor level terrace, the pavement of the shared parking lot, and the completion of rough framing and electrical on the second floor. November's construction activities included the delivery of HVAC roof equipment, installation of the heat pumps, completion of insulation and drywall at units on level two, completion of framing rough inspection at units and mechanical engineering plumbing



(MEP) inspections on level three. Additionally, the weather resistant barrier is completed at all facades of the building as well as the installation of paper and lath at the north and west courtyard elevations. The contractor continues to install mechanical ductwork at units on levels one and two, paper & lath installation at east & south elevations with scratch & brown coat to follow. Currently, the project is on track to be completed on time.

Change orders over the past month total \$138,148, bringing the total approved change orders to \$359,502. Owner contingency funds are held separately from the contract. Executed change orders have utilized 21% of available hard cost contingency. On October 21, 2024, Bank of America and Enterprise, our construction lender and equity investor, approved and allowed project savings from the permit and impact fee budget line items to be reallocated for soil disposal costs.

Only the Executive Director can approve additional costs to the contract, within the planned contingency amounts, and staff closely reviews all prospective change orders at the site.

Staff is also tracking soft cost savings and use of contingency, which can also be applied to hard cost uses later in the project's cycle. With Bank of America approval, staff reallocated the \$114,526 balance remaining in the "land & holding costs" line item to soft cost contingency for an updated net balance remaining of \$529,137.

Procurements & Contracts

Staff released an interior furnishings request for proposals (RFP) on October 28, 2024. Staff anticipates entering a contract with a vendor by mid-December.

Additionally, the current Consultant Services Contract between AHA and ENGEO, for geotechnical and environmental services, will be evenly trifurcated into separate standalone contracts, one per Partnership (partnerships of Estuary I, Estuary II, & Linnet Corner) for one-third of the total contracted amount. The current contract amount is \$435,000. Each contract will be amended to account for prevailing wage and additional testing and observation for scope of work related to offsite and utility installation in a future memo.

Operation and Lease-Up Activities

Staff is working with cross-agency departments and external partners to prepare the project for leasing in 2025.

Community Partnerships

On November 13th, staff hosted an onsite tour of Linnet Corner and Estuary I. The tour was attended by Mayor Marilyn Ezzy Ashcraft, City of Alameda staff, AHA Commissioner Thelma Decoy, and partners, Building Futures and Alameda Point Collaborative, the tour took attendees through the interior community spaces, offices, and interior units. Staff thanks and appreciates our partners that all contribute to the success of the city's future homes.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. To date, the construction is on time and on budget.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Construction Report for Linnet Corner.

ATTACHMENTS

1. Linnet Corner - Monthly Budget Tracking (November 2024)
2. Linnet Corner - Monthly Construction Progress Photos (November 2024)
3. NH Hard Hat tour 11.13.2024

Respectfully submitted,



Paris Howze, Project Manager

Linnet Corner
Monthly Update - as of November 30, 2024

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$640,864	\$526,338	82%	\$114,526
Hard Costs	\$36,513,061	\$17,227,097	47%	\$19,285,964
Soft Costs	\$16,118,331	\$3,947,771	24%	\$12,170,560
Total	\$53,272,256	\$21,701,206	41%	\$31,571,050

General Contract Status	
Total Contract Value	\$29,561,507
Change Orders	\$359,502
Revised Contract Value	\$29,921,009
Value of Work Completed to Date	\$17,025,033
Retention Withheld	\$1,642,672
Amount Paid to Date	\$15,382,361
Balance to Finish	\$14,538,648
% Construction Complete	57%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,738,717	\$450,000
Approved Change Orders to Date	\$359,502	(\$79,137)
Remaining Balance of Contingency	\$1,379,215	\$529,137
% of Contingency Used	21%	-18%
Anticipated Master Plan Costs	\$513,433	
Projected Use of Contingency	\$865,782	
Remaining Balance of Contingency	\$0	
% of Contingency Projected	100%	

Linnet Corner
Progress Photos
(November 30, 2024)



Figure 1: Bird's-eye view of Linnet Corner & Estuary I



Figure 2: Bird's-eye view from Lakehurst Circle

Linnet Corner
Progress Photos
(November 30, 2024)



Figure 3: View from Mosley Avenue



Figure 4: View from corner of Lakehurst Circle & Mabuhay Street

Linnet Corner
Progress Photos
(November 30, 2024)



Figure 5: Completion of drywall installation at units



Figure 6: Installation of insulation at units

Linnet Corner
Progress Photos
(November 30, 2024)



Figure 7: Completion of MEP Installation at units



Figure 8: Installation of the heat pumps



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

North Housing Hard Hat Tour of The Estuary I and Linnet Corner



On November 13th, The Housing Authority of the City of Alameda (AHA) hosted an onsite tour of the Estuary I and Linnet Corner, as construction on both these buildings are right on schedule. Thank you to all those that attended including Mayor Marilyn Ezzy Ashcraft, City of Alameda staff, AHA Commissioner Thelma Decoy, and partners Building Futures and Alameda Point Collaborative. The tour took attendees through interior community spaces, offices, and inside resident units, while AHA project managers, Tony Weng and Paris Howze, shared information about the buildings and the residents these new homes will serve.





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: December 18, 2024

Re: Accept the Monthly Report for North Housing Offsites.

BACKGROUND

The Housing Development Department provides monthly reports on projects under construction, and the Housing Authority of the City of Alameda (AHA) is leading the North Housing Master-Plan work to prepare the sites and provide infrastructure for Linnet Corner and Estuary I. The Board of Commissioners previously approved the funding for the North Housing Master-Plan in August and December 2023 with Estuary I covering 23%, Linnet Corner covering 60%, and Estuary II covering 17% of the offsite improvement costs.

AHA contracted with J.H. Fitzmaurice, Inc. (JHF) for offsite improvement, for North Housing Block A that is part of the North Housing Master-Plan work, such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvement work is expected to be on a parallel track to the two active housing development projects (Estuary I and Linnet Corner). Therefore, the contract end date is October 2025, which aligns with the latter of the two housing projects' expected completion date. The contracted value for the offsite improvement work is budgeted in each of the housing developments at Block A.

Please see previous Board of Commissioner reports before this month's update.

DISCUSSION

Construction

The overall project completion and billing percentage through November 30, 2024, is approximately 50%. Construction activities in October and November on the North Housing offsite improvements include earthwork, survey and staking, striping, and wet utilities such as the East Bay Municipal Utility District (EBMUD) water mainline extension, sanitary sewer, storm drain, domestic and irrigation water lines. The EBMUD water line excavation and installation is completed. Mabuhay Street and Lakehurst Circle grading is ongoing. There are no change orders, and the project is on schedule.



Details on the contract status and contingency used are attached.

There is a 'contractor's contingency' of \$150,000 in the contract that is partially used at 92%. To project for completion, staff has added \$350,000 in owner's contingency that is held outside of the construction contract. Pro rata shares of the \$350,000 owner's contingency are being planned for in the contingency trackers of Estuary I, Linnet Corner, and Estuary II.

There is a pending approval for soil disposal related to the soil stabilization work, that will likely be added to this contract. The costs will be split on a pro rata share attributed above to Estuary I, Estuary II and Linnet Corner. The projects in construction have allocated funding for this cost and have received preliminary approvals from lenders and investors for the soil disposal cost. The change order will be provided to the Board for review in 2025.

FISCAL IMPACT

The Board of Commissioners approved the funding for the North Housing Master-Plan in August and December 2023.

CEQA

Not Applicable

RECOMMENDATION

Accept the Monthly Report for North Housing Offsites.

ATTACHMENTS

1. Att 1_NH Block A_Offsites Contract Tracking
2. Att 2_NH Block A_Offsites Progress Photos

Respectfully submitted,



Tony Weng, Senior Project Manager

North Housing Block A - Offsite Improvements Contract Tracking
Update - as of November 30, 2024

General Contract Status	
Total Contract Value	\$4,015,747
Change Orders	\$0
Revised Contract Value	\$4,015,747
Value of Work Completed to Date	\$2,027,536
Retention Withheld	\$193,195
Amount Paid to Date	\$1,834,340
Balance to Finish	\$2,181,407
% Construction Complete	50%

Contract Contingency Utilization	
	Hard Cost
Total Contract Contingency	\$150,000
Approved Contract Contingency Usage To Date	\$137,476
Remaining Balance of Contract Contingency	\$12,524
% of Contract Contingency Used	92%

Owner Contingency Utilization	
Total Owner Contingency Outside of Contract	\$350,000
Approved Owner Contingency Usage To Date	\$0
Remaining Balance of Owner Contingency	\$350,000
% of Owner Contingency Used	0%

North Housing Block A Offsite Improvements Progress Photos



Aerial photo of the stockpile and laydown area. To the left of the photo is corner of the new Mabuhay Street and the future realignment of Lakehurst Circle at the corner of Linnet Corner.



Ongoing grading at the realignment section of Lakehurst Circle, adjacent to Linnet Corner.



Form work for new curb and gutter at the new Mabuhay Street looking north towards Mosley Ave.



New curb and gutter at the new Mabuhay Street looking south from Mosley Ave, along Estuary II site and Linnet Corner on the right of the photo.





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: December 18, 2024

Re: Authorize the Executive Director or designee to execute Amendment No. 1 for an amount not to exceed \$2,300,000 and a two-year extension with Life Skills Training and Education Programs, Inc (“LifeSTEPS”)

BACKGROUND

The Housing Authority of the City of Alameda (AHA) contracted with Life Skills Training and Education Programs, Inc. (LifeSTEPS) in May 2016, to provide social services for AHA program participants. With the agreement with LifeSTEPS terminating in 2021, AHA issued a Request for Proposal (RFP) to solicit a pool of qualified candidates to provide social services. AHA received two proposals: LifeSTEPS and All Administrative Solutions, LLC. An evaluation panel reviewed the proposals and interviewed both parties. The panel determined that LifeSTEPS was ranked the strongest candidate. In January 2022, AHA signed a three-year contract, with an option to extend for a maximum of five years total, with LifeSTEPS. LifeSTEPS, a California 501c3, is the largest provider of social services to residents of affordable housing in California. Formed in 1996, LifeSTEPS is a statewide organization serving over 95,000 individuals living in over 36,000 units of senior, family and special needs housing in the state of California.

When the first contract was signed with LifeSTEPS, in 2016, LifeSTEPS staffing assigned to AHA consisted of one full-time social worker, to provide daily social services, case management and other activities for tenants at AHA-owned properties, limited phone counseling/information and referrals to tenants or clients not living at our properties, as well as counseling and workshops for Family Self Sufficiency (FSS) clients on an as needed basis.

Since 2018, AHA has developed three Low Income Housing Tax Credit (LIHTC) communities, which require supportive services under their regulatory agreements. These changes have necessitated increased staffing for LifeSTEPS, and the AHA portfolio is now being supported by three full-time Case Managers and one part-time Case Manager.



DISCUSSION

AHA is requesting Board authorization to extend the contract with LifeSTEPS to continue providing Social Services in four (4) areas, including:

- Area 1 - Daily Social Services for Existing Tenants at AHA/AAHC/ICD Properties
- Area 2 - Limited Additional Phone Counseling/Referrals
- Area 3 - Specialized Social Service Programs at LIHTC “Tax-Credit“ Properties
- Area 4 - Counseling and Workshops for Family Self Sufficiency (FSS) Clients

This initial three (3) year term is renewable for up to two (2) additional years. The three-year agreement began January 1, 2022, and is now being extended for the additional two years to December 31, 2026.

The total amended contract is increasing from \$1,300,000 for the 3-year term to a new not-to-exceed amount is \$2,300,000 for the 5-year term. The price structure proposed in 2021 was as follows:

Description	2022	2023	2024	2025	2026
Daily Social Services for Tenants (Area 1 & 3 in Scope)	\$397,641	\$409,571	\$421,858	\$434,316	\$447,345
Additional phone counseling/Referrals (per hour fee) – (Area 2 in Scope)	\$69.00	\$71.07	\$73.20	\$75.40	\$77.66
Hourly fee to provide services to FSS program. (Area 4 in Scope)	\$78.00	\$80.34	\$82.75	\$85.23	\$87.79

Description	2022	2023	2024	2025	2026
Daily Social Services for Tenants (Area 1 & 3 in Scope)	\$397,641	\$409,571	\$421,858	\$488,588	\$503,246
Additional phone counseling/Referrals (per hour fee) – (Area 2 in Scope)	\$69.00	\$71.07	\$73.20	\$75.40	\$77.66
Hourly fee to provide services to FSS program. (Area 4 in Scope)	\$78.00	\$80.34	\$82.75	\$85.23	\$87.79

The 3 percent annual increase proposed for 2025 and 2026 has not changed. The incremental amount for the 2 years based on the agreed increase is \$110,172.86.

Beyond these annual increases, staff are also proposing the following changes relating to staffing hours due to some accounting issues at the contract inception. These fee changes are only available going forward from January 1, 2025, and cannot be charged retroactively:

1. An hourly rate of \$70 will used to set the monthly amount for both Rosefield and the Scattered Sites. Both sites were previously charging significantly less than other sites.
2. A decrease in scattered site services by 8 hours per month. The total hours charges per month will be 42 hours. That said, the total amount will increase as Lifesteps had been undercharging at this location for the past 3 years.
3. An increase at Eagle Village of 8 hours a month of service to 16 hour but with no monthly price change for Eagle Village.

Compared to the original five-year fee proposal, there will be an increase to the annual cost of social services for 2025 and 2026. Below is the proposed increase in budget by LifeSTEPS for these properties:

	Original hours	Hours for 2025/6	Original 2025 Fee	Proposed 2025 Fee	Original 2026 Fee	Proposed 2026 Fee
Scattered Sites	50	42	\$17,062	\$35,280	\$17,574	\$36,338
Rosefield Village	160	160	\$98,345	\$134,400	\$101,295	\$138,432
Eagle Village	8	16	\$18,065	No change	\$18,607	No change

The proposed not-to-exceed amount of \$2,300,000 includes the above budget changes.

FISCAL IMPACT

The total proposed annual budget for social services is \$488,588 for 2025 and \$503,246 for 2026 for all properties for Areas 1 and 3, which includes Rosefield Village. Funds for these services are paid from the property budget and will come from rental income from the properties they serve. Funds are also available in the budget for Areas 2 and 4.

It is important to note that although AHA is extending this master agreement, some of the services will be paid for by property budgets owned by AAHC and ICD. A separate agreement will be executed for North Housing's senior property, Linnet Corner, which will start operating in 2025.

CEQA

N/A

RECOMMENDATION

Authorize the Executive Director or designee to execute Amendment No. 1 for an amount not to exceed \$2,300,000 and a two-year extension with Life Skills Training and

Education Programs, Inc (“LifeSTEPS”).

ATTACHMENTS

1. LifeSTEPS Original Contract
2. LifeSTEPS Amendment No. 1

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Mehta". The signature is written in a cursive style with a large initial "R" and a horizontal line crossing through the middle of the name.

Radha Mehta, Management Analyst

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 1 day of January, 2022 ("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 LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC., a California nonprofit corporation, whose address is 4041 Bridge Street Fair Oaks, CA 95628, (hereinafter referred to as "Consultant" or "LifeSTEPS"), 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 social 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 December 31, 2024 unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. SERVICES TO BE PERFORMED.

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

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

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

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

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

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

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed [One Million, Three Hundred Thousand Dollars] (\$1,300,000.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date

of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsg.org or on the AHA's vendor portal.

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Stephanie Shipe

(510) 747-4310

Email: sshipe@alamedahsg.org

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

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

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

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

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

5. **INSPECTION OF SERVICES.**

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

Contract Price to reflect the reduced value of the services performed or products provided. AHA may also terminate this Agreement for default and charge to Consultant any costs incurred by AHA because of Consultant's failure to perform.

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

6. TIME IS OF THE ESSENCE.

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

7. INDEPENDENT CONTRACTOR.

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

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

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA).

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

9. NON-DISCRIMINATION.

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

10. **INDEMNIFICATION/HOLD HARMLESS.**

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

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

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

10.4 AHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by AHA, or the deposit with AHA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and

defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE.**

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

A. **WAIVER OF SUBROGATION:**

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

B. **FAILURE TO SECURE:**

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

C. **SUFFICIENCY OF INSURANCE:**

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

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

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

12. **CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of AHA who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for

one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of Consultant under this Agreement.

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

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

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

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

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

13. **PROHIBITION AGAINST ASSIGNMENTS.**

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be

construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. **SUBCONTRACTOR APPROVAL.**

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

15. **PERMITS AND LICENSES.**

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

16. **REPORTS.**

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

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

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

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

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

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

17. **RECORDS.**

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

18. **NOTICES.**

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

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

Housing Authority of the City of Alameda
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Stephanie Shipe, Director of Portfolio Management

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

Life Skills Training and Educational Programs, Inc.
3247 Ramos Circle
Sacramento, CA 95827
Attention: Beth Southern. Executive Director

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

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

20. **TERMINATION.**

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

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

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

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

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

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

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

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

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

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

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

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

28.2. **Nondisclosure and Nonuse Obligation.** Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have

previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

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

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

29. WAIVER.

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

30. CAPTIONS.

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

31. ADMINISTRATION.

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

32. GENERAL.

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

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

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

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

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

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

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

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

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

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

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

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

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

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

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

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

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

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

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA officials or authorized representatives access to the work area, as well as all books,

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

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

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

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

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

35. **ENTIRE AGREEMENT.**

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

36. **AUTHORITY TO SIGN.**

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

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

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Copy of RFP No. SOCSER10152021.

- v. Exhibit E – Copy of consultant's Proposal/Response to RFP No. SOCSER10152021 submitted to the AHA.
- vi. Exhibit F – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

"CONSULTANT"

LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC. ("LifeSTEPS"), a California 501 c3 corporation

By: _____
Craig Gillett
President, LifeSTEPS

"AHA"

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

By: _____
Vanessa Cooper, Executive Director

EXHIBIT A
SCOPE OF SERVICES

(Behind this Page)

Area 1	Daily Social Services for Existing Tenants at AHA/AAHC/ICD Properties
Area 2	Limited Additional Phone Counseling/Referrals
Area 3	Specialized Social Service Programs at LIHTC “Tax-Credit “Properties
Area 4	Counseling and workshops for Family Self Sufficiency (FSS) Clients
Area 5	HomeKey/Homeless housing Social Service Partners <i>(Consideration for Area 5 will be reviewed separately from the rest of the RFP)</i>

Area 1. Daily Social Services for Tenants at Existing AHA/AAHC/ICD Properties

Staffing

Provide a minimum of two full-time equivalents (FTE) of a licensed social worker or experienced case manager supervised by a licensed social worker on-site at 40 hours per week. Supervising staff assigned must have a minimum of 3 years case management experience in a similar setting. Bidder should assume that each employee(s) is available for 50 of 52 weeks of the year to allow for Paid Time off and describe how (limited) coverage could be provided during employee’s absences. Bid should include a supplies fee schedule and a brief description of the supplies requested and approximate monthly fees. Monthly expense receipts should be submitted with invoice to be reimbursed. The proposal should include resumes or same resumes of staff who may be assigned, including relevant experience and qualifications in the area of social services. Staff are expected to be on site for the hours as contracted in the agreement. Administrative work will be done on site, unless otherwise agreed in writing by AHA. In the event that new pandemic-related regulations or guidance come into place staff and AHA staff will meet promptly and agree in writing before staff work from home.

Population to be Served

The AHA/AAHC/ICD collectively own 668 units of affordable housing in the City of Alameda. The units are in several communities, all within four miles of each other. Depending on need, services at the following locations would include:

Property Mix						
Property	Unit Count	Year Built	Type	Property Mgt	Office Location	Monthly Minimum Hours
Anne B Diament	65	1975	Senior 62+	AHA	Community Room	26
Independence Plaza	186	1990	Senior 62+	AHA	Private	100
China Clipper	26	1964	Family	JSCO	Esperanza	8
Eagle Village	36	1983	Family	JSCO	Future Rosefield	8
Esperanza	120	1971	Family	JSCO	Private	60
Everett Commons	20	2018	Family	JSCO	Private	50
Littlejohn Commons	31	2018	Senior 62+	JSCO	Private	24
Parrot Village	50	1980	Family	JSCO	Little John Commons	36
Parrot Gardens	8	1935	Family	JSCO	Little John Commons	
Rosefield Village	92	2021	Family	JSCO	Private	160
Scattered Sites	34	Varies	Both	JSCO	Everett Commons *	50
TOTAL	668				TOTAL	476.3

Current LIHTC Specific Requirements

Littlejohn Commons

- Two half days per week to comply with Tax Credit Allocation Committee regulatory requirements regarding social services.
- Services shall include at least 67 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community-building and/or enrichment activities for residents (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.

- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
- All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

Everett Commons

- One half day per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services, and ten hours per week for the 5 VASH voucher holders living at the Property.
- TCAC Services shall include at least 86 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- Case management services shall include at least 10 hours per week of case management to support the 5 VASH voucher holders, as well as supporting, when necessary, other residents struggling with maintaining their housing.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Provide case management services for the 5 VASH voucher holders,

- including development and implementation of independent living plans.
- Case management services shall be provided primarily to VASH voucher holders, but also, as available, to any resident struggling to maintain stable housing, finances or health.
 - Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
 - Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
 - Respond to emergency requests during business hours, by phone if not on site.
 - Maintain weekly open office hours to provide information and referrals to other providers.
 - Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
 - Develop and build relationships with local social services providers.
 - Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
 - All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

Rosefield Village

- Thirty hours per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services.
- Additional 10 hours per week per TCAC Services to provide after school services to include tutoring, mentoring, homework club and art and recreation activities.
- Intensive case management is included in the thirty hours per week commitment to provide services to 18 units that are designated as extremely low income, these households will need assistance through the application process and continual case management to help obtain and maintain stable housing. Each household should be given an individual service plan based off an assessment of the client's medical, psychosocial, environmental, legal, financial, and educational strengths, needs and resources. Regular check-ins will be required after the household moves to monitor well being and stability.
- The remainder of the DSS' hours at the property will consist of providing

crisis management, mediation services, and social events for the residents.

- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
- All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

Activities and Services (all sites)

- Provide educational classes at each site where there is a space for classes. For family sites, classes may include but is not limited to: parenting, English as a Second Language (ESL), budgeting, healthy living, emergency preparedness, etc. For senior sites, the same types of activities could be provided plus independent living skills and light exercise or social activities.
- Provide case management services of referrals from Property Manager. Issues may include but is not limited to: assisting tenants with non-payment of rent, non-compliance with lease provisions, domestic

violence, family discord, etc.

- Prepare and distribute a monthly newsletter on social services issues.
- Respond during business hours by phone if not on site to emergency requests
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend biweekly meetings with Property Manager to discuss on-going cases and monthly meetings with owner to discuss on going cases and programming
- Make referrals to Adult Protective Services (APS) and Child Protective Services (CPS) as necessary.
- Develop and build relationships with local social services providers. Attend a monthly Alameda social services forum.
- Participate in group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrolment, access to services etc.
- Have the ability to manage other service partners and property/community resources for residents to include Alameda Food Bank, Alameda Family Services, Veterans Administration (VA), Alameda Transit District - Easy Pass Program, Boys and Girls Club, etc.
- Utilize a variety of platforms to communicate with residents including face to face meetings, phone call, email and video conferencing.
- Provide mediation to residents and management when dealing with conflict within the community.
- Attend annual fair housing training; and other training as required by the owner.
- Meet all local health ordinances and supply PPE to your team.
- Conduct annual emergency preparedness.
- All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

Supportive Services (Everett Commons)

Supportive services do not have to be provided at the project site. When supportive services are provided, whether on site or not, the following conditions apply:

- Monthly outreach to participants signed up to receive these services.

- Provide case management, counseling, health care resources, psychiatric and mental health care, substance abuse treatment plans.
- Life skills, parenting skills, childcare, transportation, housing search assistance, budgeting
- Employment assistance, job training/placement
- Education, vocational opportunities

Facilities and Equipment

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each large site.
- b) Wi-Fi access, through a hot spot or building Wi-Fi
- c) Furniture as necessary.
- d) Repayment of costs for a cellphone and a laptop (one per FTE) for assigned social workers. Must be included in the fee schedule.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract
- h) Copying/printing facilities for flyers and other activities. (Large scale copying may be offsite at the owner's discretion)
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Area 2. Limited Additional Phone Counseling/Referrals

Provide limited phone counseling/information and referrals to tenants or clients not covered in Area 1 above, generally tenant-based Section 8 voucher holders at privately owned properties subsidized by the AHA (Primarily). Case management or referral services will be provided to individuals/families upon a written referral by an AHA employee. Must be a licensed or experienced social worker.

A per hour fee should be quoted for this service (bidders may quote business hours and after-hours fees if they wish.) Typical issues are referrals to services for family discord, landlord/tenant issues, nonpayment of rent, hoarding and aging in place.

This service can only be bid on in conjunction with a bid for Area 1.

Area 3. Specialized Social Service Programs at LIHTC “Tax-Credit Properties

AHA currently owns 3 LIHTC buildings and plans to develop three to five more Low Income Housing Tax Credit (LIHTC) properties over the next four-five years. The expected development schedule includes the following:

Property Name and Size	Property Type	Service Begin Date
North Housing Phase (63 units)	Senior	2025
AUSD (30 Units)	Family	2026

Specific services and programs for children, families and seniors must be provided as required for projects financed through the LIHTC program. A minimum of 10 application points must be achieved for each property. The eligible services and associated point values include:

After-School Programs

- Tutoring, mentoring, homework club, and art and recreational activities
- 5 points when programs are provided weekdays throughout the school year for at least 10 hours per week.

Instructor-led Educational, Health and Wellness, and Skill-building Classes

- Financial literacy, computer training, home-buyer education, General Equivalency Degree (GED), resume building, Art/Crafts, ESL, and parenting.
- Nutrition, exercise, on-site food cultivation and preparation, smoking cessation, and other health information/awareness classes.
- 5 points for a minimum of 60 hours per year (30 hours per year at small projects). Drop-in computer labs, monitoring or technical assistance do not qualify as part of this hourly requirement.

Health and Wellness Services and Programs

Such services and programs shall provide individualized support for tenants, rather than group classes, but need not be provided by licensed individuals or organizations. The services include:

- Visiting nurses’ programs, intergenerational visiting programs, and senior companion programs.
- 5 points for a minimum of 100 hours per year per 100 bedrooms (pro-rated for smaller projects).

Services of a Licensed Service Coordinator, Social Worker or Other Specialist

Services may include:

- Providing tenants with information about available services in the community,
- Counseling and/or advocacy to tenants, such as to assist them to access education, secure employment, secure benefits, gain skills or improve health and wellness
- Organizing community-building and/or enrichment activities for tenants, including holiday events, tenant council, etc.
- 5 points per staff member; calculated at 1 FTE per 600 bedrooms (pro-rated for smaller projects)

Bid should be for each property and should include a monthly budget for supplies and a brief description of the supplies.

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each site.
- b) Wi-Fi access.
- c) Tables and chairs as necessary.
- d) Landline and computer for the social worker.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract.
- h) Copying/printing facilities for flyers and other activities.
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Will be considered as an estimate but must be bid with Areas 1 and 2 above.

Area 4: Counseling and workshops for Family Self Sufficiency (FSS) Clients

Provide monthly evening workshops on self-sufficiency (generally one hour per month plus prep time and debrief with staff). Provide limited in person or by phone counseling/information and referrals to FSS clients, if referred by AHA staff. Must be a licensed social worker. Other FSS-related social services as needed.

May be bid with or separately from Areas 1 and 2 above. A per hour fee should be quoted for this service. No additional fee will be paid for evening work.

Area 5: HomeKey/Homeless housing Social Service Partners
(Consideration for Area 5 will be reviewed separately from the rest of the RFP)

The Housing Authority may be involved in future HomeKey developments (or similar homeless housing developments) and is looking to be able to contract with one or more providers with a minimum of three years of experience working with the HomeKey target population. Please describe your agency's experience and capacity to serve as a HomeKey (or similar) service provider, including:

- a) Number of projects/units currently served with a range of on-site and off-site supportive services to a Coordinated Entry System (CES)-eligible homeless population
- b) Provide a description of services your agency has provided for a HomeKey-eligible homeless population, i.e., mental health services, substance use disorder services, primary health, employment, case management, assistance obtaining benefits and essential documentation, education, and other tenancy support services.
- c) Please provide a sample on-site staffing plan and budget for a 50-unit development, including primary care and other needed physical health and behavioral health services as well as other tenancy supports. If you have an existing HomeKey, former Roomkey, or similar development staffing plan and budget (must be for over 30 units) this budget and staffing plan may be substituted for the sample plan as long as it is not more than 2 years old.
- d) Please indicate how many years of experience your agency has serving persons of the Homekey target population.
- e) Provide a description of experience working with 3rd party property management of supportive housing developments, including any problem-solving techniques that have been proved valuable.
- f) Include any licenses your team hold for this work.

Please note that these bids may be used to create a short list of qualified partners and that a further selection round may occur once the project/s have been identified.

ADMINISTRATION OF THE CONTRACT

REPORTING (All Areas)

Monthly usage reporting for each property separately (no later than the 20th of the following month) is required on at least the following:

- Hours at each site and total hours at all sites.
 - * If there are months where total number of hours required in the contract are not met, these should be tracked in monthly reporting and made within 90 days. No more than a 10% negative variance will be permitted under the contract.
- Unduplicated number of persons by type of service and in total.
- Total classes held, duration and the attendance for each class. All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.
- Total number of Case Management Meetings with clients.
- How many units reached out to in a month regarding services.
- Total duplicated use (e.g., a person attending a class and receiving counseling regarding late rent paying, would be counted twice.)
- Bidder will be required to provide an annual presentation to the Board of Commissioners on outcomes and number served. Sample presentation attached for reference.
- Annual report required in January to roll up Return on Investment (ROI). Items to be include are:
 - Funds secured for residents (secure/maintain housing).
 - Resources directly distributed or connected residents (maintain stability within the home).
 - Tenure for VASH clients
 - Resident and staff success stories
 - Future goals and new program initiatives

INVOICING (All Areas)

Monthly invoices for services and receipts for supplies should be billed directly to each property (all properties listed above) and submitted to the individual property management agent for processing.

For additional services contracted with the agency, such as the Family Self Sufficiency Program, invoices should be sent directly to AHA (accountspayable@alamedahsg.org).

Payments will be sent in via ACH only.

RECORDS

All records remain the property of the AHA, AAHC or ICD and must be turned over at contract termination unless they contain Personal Identifiable Information (PII) for a client who has not signed an Release of Information.

Confidentiality agreements must be signed by all staff since they will be handling confidential material and will be working in close proximity to other management staff.

** Follow appropriate HIPPA regulations.*

ADDITIONAL REQUIREMENTS

AHA residents cannot be hired for employment directly to AHA-owned properties.

EXHIBIT B
FEE SCHEDULE

(Behind this Page)

PRICE PROPOSAL FORM - For AREA 1 ONLY					Year 1			Year 1	Year 2 w/	Year 3 w/	Year 4 w/	Year 5 w/	Total 3-year	Total 5-year
Location	Units	LIHTC	In Service	Hours/ Month	Monthly Costs			Total	% 3	% 3	% 3	% 3	Contract	Contract
					Services	Non-Services*	Total	Annual	Increase	Increase	Increase	Increase	Amount	Amount
Anne B Diamant	65		Current	26	2,460.58	27.00	2,487.58	29,850.97	30,746.50	31,668.89	32,618.96	33,597.53	92,266.36	158,482.85
Independence Plaza	186		Current	100	7,091.31	27.00	7,118.31	85,419.70	87,982.29	90,621.76	93,340.41	96,140.62	264,023.75	453,504.79
China Clipper	26		Current	8	968.03	27.00	995.03	11,940.39	12,298.60	12,667.56	13,047.59	13,439.01	36,906.55	63,393.15
Eagle Village	36		Current	8	1,350.74	27.00	1,377.74	16,532.85	17,028.84	17,539.70	18,065.89	18,607.87	51,101.39	87,775.15
Esperanza	120		Current	60	4,565.46	27.00	4,592.46	55,109.49	56,762.77	58,465.66	60,219.63	62,026.22	170,337.92	292,583.77
Everett Commons	20	Y	Current	50	3,864.00	27.00	3,891.00	46,692.00	48,092.76	49,535.54	51,021.61	52,552.26	144,320.30	247,894.17
Littlejohn Commons	31	Y	Current	24	1,611.75	27.00	1,638.75	19,665.00	20,254.95	20,862.60	21,488.48	22,133.13	60,782.55	104,404.16
Parrot Village	50		Current	36	2,192.69	27.00	2,219.69	26,636.25	27,435.34	28,258.40	29,106.15	29,979.33	82,329.99	141,415.47
Parrot Gardens	8		Current											
Rosefield Village	92	Y	2022	160	7,473.00	27.00	7,500.00	90,000.00	92,700.00	95,481.00	98,345.43	101,295.79	278,181.00	477,822.22
Scattered Sites	34		Current	4	1,274.20	27.00	1,301.20	15,614.35	16,082.78	16,565.26	17,062.22	17,574.09	48,262.39	82,898.70
Totals				476	32,851.75	270.00	33,121.75	397,461.00	409,384.83	421,666.37	434,316.37	447,345.86	1,228,512.20	2,110,174.43

***Non-Services Expenses Include:**

- Laptops - 1 per FTE
- Cellphone - 1 per FTE
- Office Supplies (monthly)
- Other: (please list) NONE LISTED

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS
(Cyber/tech optional, not to be used for construction contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.

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

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

OTHER INSURANCE REQUIREMENTS:

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

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- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA.
- **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, cover age, or other special circumstance.



**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

REQUEST FOR PROPOSALS (RFP) FOR SOCIAL SERVICES

Issued: October 15th, 2021

**The Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501**

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INTRODUCTION

The Housing Authority of the City of Alameda ("AHA") is a public body corporate and politic that was formed in 1940 to provide housing assistance to low-income families within the City of Alameda. The AHA is headed by an Executive Director (ED) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations ("CFR"), Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.), other U.S. Department of Housing and Urban Development ("HUD") rules and regulations, and AHA's Procurement Policy.

The AHA has two affiliates, Alameda Affordable Housing Corporation (AAHC) and Island City Development (ICD) and several limited partnerships. Unless otherwise stated, this solicitation is for all AHA affiliated entities.

Currently, the AHA has an Annual Contributions Contract to administer 1885 tenant-based Housing Choice Vouchers, which includes 338 Project-Based Vouchers and allocations for the Family Unification Program (FUP), the Veterans Affairs Supportive Housing (VASH), the Non-Elderly Disabled (NED), and Family Self-Sufficiency (FSS) programs.

The AHA is also tasked with housing at least 14 Shelter-Plus Care Vouchers and 30 Moderate Rehabilitation households. The AHA does not operate any Public Housing units. The AHA currently owns units but is transitioning ownership of those approximately 570 units to the Alameda Affordable Housing Corporation (AAHC), an affiliate of the AHA. The AHA manages 251 units while the remainder of the portfolio with AHA and AAHC are managed by a 3rd-party management company. The AHA currently has approximately 55 employees.

The Housing Authority of the City of Alameda, in partnership with the entire community, advocates and provides quality, affordable, safe housing; encourages self-sufficiency; and strengthens community inclusiveness and diversity in housing.

The AHA is soliciting and accepting proposals from qualified, licensed, and insured consultants or companies, demonstrating their qualifications, past performance and interest for this work. The term "Proposer" used herein shall mean proposers, partnerships, corporations, associations, or professional organizations.

Details regarding this Request for Proposals, specifications, and submittal requirements are set forth in this RFP document and any attachments or amendments to it, which can also be accessed online at www.alamedahsg.org/working_with_us/business_opportunities. Proposals made in response to this solicitation must conform to all of the required specifications outlined within this document and any designated attachments or amendments in their entirety.

(Continued on Next Page)

RFP INFORMATION AT A GLANCE

<p>AHA CONTACT PERSON ("RFP MANAGER" OR "RM"):</p>	<p>Shekhar Dubbani E-MAIL: sdubbani@alamedahsg.org PHONE: (510) 747-4344 CC to Stephanie Shipe E-MAIL: sshipe@alamedahsg.org PHONE: (510) 747-4310</p>
<p>HOW TO OBTAIN THE RFP DOCUMENTS:</p>	<p>ONLINE AT: WWW.ALAMEDAHSG.ORG/WORKING_WITH_US/BUSINESS_OPPORTUNITIES OR VIA E-MAIL FROM THE AHA CONTACT PERSON LISTED ABOVE.</p>
<p>DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS (RFI) INCLUDING ANY MODIFICATIONS TO AHA CONTRACT LANGUAGE OR SCOPE OF SERVICE:</p>	<p>DEADLINE <u>October 29, 2021 AT 4:00 P.M.</u> RESPONSES TO QUESTIONS WILL BE POSTED ON THE AHA WEBSITE WITHIN THREE (3) BUSINESS DAYS. BID MEETING <u>October 26th, 2021 AT 10:00AM</u> https://us06web.zoom.us/j/83090699444?pwd=dnpFRVpGbktBWDMzRWtDZ3U5ZGVJUT09 INTERVIEW DATES Will Occur Between: November 15th – November 18th, 2021</p>
<p>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:</p>	<p>PER INSTRUCTIONS WITHIN SECTION 4.0 OF THIS RFP DOCUMENT, SUBMIT ONE (1) ORIGINAL ELECTRONIC PROPOSAL TO THE AHA BY THE DUE DATE.</p>
<p>PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:</p>	<p>November 15, 2021 AT 4:00 P.M. PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY BY THE DUE DATE TO sdubbani@alamedahsg.org AND sshipe@alamedahsg.org.</p>
<p>NOTE: AHA reserves the right to deviate from this timeline and/or modify the Scope of Service at any time.</p>	<p>NOTICES OF ANY SUCH DECISIONS OR MODIFICATIONS WILL BE LOCATED AT: WWW.ALAMEDAHSG.ORG/WORKING_WITH_US/BUSINESS_OPPORTUNITIES</p>

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1.0 AHA'S RESERVATION OF RIGHTS.

- 1.1. **Right to Reject, Waive or Terminate the RFP.** The AHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, in its sole and absolute discretion, if deemed by the AHA to be in its best interests.
- 1.2. **Right Not to Award.** The AHA reserves the right not to award a contract pursuant to this RFP.
- 1.3. **Right to Terminate.** The AHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 5 business day's written notice to the successful Proposer(s).
- 1.4. **Right to Determine Time and Location.** The AHA reserves the right to determine the days, hours and locations that the successful Proposer shall provide services called for in this RFP.
- 1.5. **Right to Determine Financial Responsibility and Viability.** The AHA reserves the right to require of each Proposer, information regarding financial responsibility and viability or such other information as the AHA determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6. **Right to Retain Written Proposals.** The AHA reserves the right to retain all written proposals submitted to AHA by all Proposers in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. The AHA may permit the withdrawal of proposals if requested in writing by the Proposer and such request is approved in writing by the RFP Manager for this RFP in his/her sole and absolute discretion.
- 1.7. **Right to Negotiate Fees.** The AHA reserves the right to negotiate the fees proposed by the successful Proposer.
- 1.8. **No Obligation to Compensate.** The AHA shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- 1.9. **Right to Amend Prior to Award.** The AHA reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on the AHA's website www.alamedahsg.org ("System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. AHA also reserves the right to amend the form of standard AHA contract any time prior to contract execution.
- 1.10. **Right to Reject Any Proposal.** The AHA reserves the right, in its sole discretion, to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to untimely, or incomplete proposals or proposals offering alternate or non-requested services.

- 1.11. Right to Prohibit Further Participation.** The AHA shall reserve the right, at any time during the RFP or contract process, to prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the System and downloading this document, each Proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the System; provided however, in the event a Proposer disagrees with any of the terms contained in this RFP, a Proposer shall have the right to notify the RM in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by the AHA and ask for clarification or revision. If the RM agrees, the clarification or revision can be addressed in an addendum. Failure to abide by this time frame shall relieve the AHA, but not the Proposer, of any responsibility pertaining to such issue.
- 1.12. Public Disclosure of Proposal Documents.** To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (California Government Code Section 6250 et seq.).

2.0 GENERAL/ TECHNICAL SPECIFICATIONS.

The Housing Authority of the City of Alameda (AHA) is seeking proposals from qualified Proposers to provide the services listed in the scope of work set forth in Exhibit "D", attached hereto.

- 2.1. Proposed Term.** AHA anticipates that the proposed term for the proposed service will be for a period of three (3) years with the option, at the AHA's discretion, of two (2) additional one-year option periods, for a maximum total of five (5) years. HUD mandates that an individual service contract may not exceed a five (5) year term with a Public Housing Authority. (Exception: Audit services cannot exceed three (3) year terms.) AHA may elect to initially contract for a shorter period of time, with or without extensions, not to exceed five (5) years total.
- 2.2. Number of Proposers to be Selected.** The AHA will choose one (1) or more successful Proposers to provide the services contemplated in this RFP.
- 2.3. Funding.** The work to be performed upon successful award of this RFP will be funded:
- in part with [example Community Development Block Grant (CDBG) funds, HOME Investment Partnerships Program (HOME) funds, and administration funds funded under Section 8 of the Housing Act of 1937 (42 U.S.C. 1437) ("Section 8")].
 - without direct federal funding
- 2.4. Federal Requirements.** The scope of work to be performed shall be subject to the Federal requirements set forth in Exhibit "F", attached hereto.
- 2.5. Form of Contract.** By responding to this RFP and submitting a proposal, the Proposer acknowledges and agrees that in connection with this RFP, AHA may only execute a contract prepared by AHA, which is substantially approved as to form and substance by AHA. As provided further within Section 6.0 herein, the AHA WILL NOT normally execute the successful Proposer's contract form; the contract will **normally** be executed on the

AHA's form only (please see Attachment B), and all specifications listed within the subject AHA contract will generally be the same specifications listed within the Scope of Services in Section 3.0. Any Proposer that does not feel that these listed specifications are reasonable or complete shall address such with the AHA in writing at the time Proposer submits its proposal in accordance with the posted submittal deadline. Once the proposal deadline has passed, the proposer cannot request additional changes. AHA may consider, in its sole discretion, all or a portion a Proposer's alternative contract form, provided such proposed alternative contract form is submitted to AHA as part of Proposer's timely proposal response.

- 2.6. Submittal Deadline.** The AHA must receive proposals by **4:00 PM Monday, November 15, 2021**. Proposals must be submitted via email to: sdubbani@alamedahsg.org with a copy to sshipe@alamedahsg.org. Proposals submitted after the deadline indicated above and/or via an alternate delivery method other than email will not be accepted.
- 2.7. Proposal Review.** The Evaluation Committee, appointed by AHA's Executive Director or designee, will review, evaluate, rank, and select the proposals according to the scoring criteria outlined in the RFP, AHA's Procurement Policy, and HUD regulations.
- 2.8. Award.** Proposals that meet the requirements outlined in this RFP will be evaluated and ranked according to the rating and selection factors described in Section 5 below. A ranking list will be prepared according to points awarded to each proposal. The proposal scoring the highest points will be conditionally awarded the contract, pending AHA Board of Commissioners approval, if required. AHA may, in its sole and absolute discretion, select none of the proposals submitted. AHA reserves the right to postpone or cancel the final award of the proposals at its convenience.

3.0 SCOPE OF SERVICES.

All Proposers are asked to describe the tasks required to successfully carry out the Scope of Services outlined in Exhibit "D", attached hereto. However, Proposer's may include additional services that the Proposer is capable of providing and which, in the Proposer's opinion, would enhance the implementation of the proposed Scope of Services. Proposers must provide pricing for any additional services presented in the proposal. Pricing for all five (5) years must be included in the proposal, including any increases, broken down by year.

4.0 PROPOSAL FORMAT.

- 4.1. Proposal Submittal.** All proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. None of the proposed services may conflict with any requirement the AHA has published herein or has issued by addendum. Each proposal should include sections addressing the following information in the order shown. The Proposer should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the Proposer believes would be helpful, should be attached at the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Subsection 1.12.

Part 1 - Proposal Submittal Checklist:

The Form of Proposal Submittal Checklist is attached as Attachment A to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 2 – Form of Proposal:

The Form of Proposal is attached as Attachment B to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 3 – Profile of Proposer:

The Form of Profile of Proposer is attached as Attachment C to this RFP and incorporated herein by this reference. This 3-page form must be fully completed, executed, and submitted under this section as a part of the proposal submittal.

Part 4 – Cover Letter:

Provide a one-page cover letter on your letterhead that includes the address, telephone numbers, and e-mail address of the Proposer's contact person or persons. List the name and title of each person authorized to represent the Proposer in negotiations.

Part 5 – Qualifications and Experience:

Provide a statement of qualifications for your organization, a statement of the size of Proposer, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

1. How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
2. How many people in total are employed by your company? Delineate between employees and consultants.
3. If applicable, submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

Part 6 – Proposed Approach:

This section describes your proposed approach for meeting the Scope of Services required, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (if applicable), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1. Describe how you will fulfill the needs described in this RFP. Attach a project plan, if appropriate.

2. Identify how you will meet all other aspects of the Scope of Services and related requirements stated above. List any items that you cannot provide.

Part 7 – Customer Service:

1. In the event of a problem, who is to be contacted within your organization?
2. Describe your philosophy in serving vulnerable populations.
3. In the event of the identification of a problem by the AHA, describe how you will address such problems and the timeframe for addressing them.
4. In the event you have numerous responses to make to residents or applicants, how do you triage those calls?

Part 8 – Cost Analysis and Budget for Primary Services:

1. Provide an itemized budget and a detailed explanation for all costs associated with providing the requested services, including but not limited to:
 - A. Itemize and provide a proposal of costs detailed in Attachment D the Scope of Services. Use attached spreadsheet.
 - B. Is travel time to other required locations expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service. Travel must be in compliance with AHA's Travel procedures, included as Attachment F.
 - C. Include start-up costs, if any.

Part 9 – References:

List at least three (3) business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

Part 10 – Other Company Information (Optional):

The Proposer may include hereunder any other general information that it believes is appropriate to assist the AHA in its evaluation. Additional information is limited to ten (10) pages.

Part 11 – Conflict of Interest Information

Proposer must include confirmation of submission of online form. Form can be found at: <https://form.alamedahsg.org/Forms/A4Gpo>.

If no information is to be placed under any of the above noted Sections (especially the "Optional" section), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS SECTION" or "THIS SECTION LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the sections.

Unless the Proposer is an individual, all proposals must be signed with a proposer/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

- 4.2. Organization of Submitted Materials.** Proposers must submit one (1) original electronic proposal via email with the following guidelines: All proposals must be submitted electronically by the designated due date to sdubbani@alamedahsg.org with a copy to sshipe@alamedahsg.org. The subject line must denote the following: SOC SER10152021. The body of the e-mail must have the Proposer's name and return address. Proposals received after the published deadline will not be accepted.
- 4.3. Submission Conditions.** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the document that are submitted to the AHA by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, the AHA decides that any such entry has not changed the intent of the proposal that the AHA intended to receive, the AHA may accept the proposal and the proposal shall be considered by the AHA as if those additional marks, notations or requirements were not entered on such. By accessing the noted System, registering and downloading these documents, each prospective Proposer that does so is thereby agreeing to confirm all notices that the AHA delivers to them as instructed, and by submitting a proposal, the Proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 4.4. Submission Responsibilities.** It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the AHA, including but not limited to this RFP. By virtue of completing, signing, and submitting the completed documents, the Proposer is stating their agreement to comply with all conditions and requirements set forth within the aforementioned documents.
- 4.5. Supportive Documents.** By signing the Proposal Submittal Checklist form attached hereto as Attachment A, the Proposer is affirming that they agree to provide any documentation requested by the AHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review. If the AHA finds that a proposal is non-responsive or non-compliant with this RFP, written selection criteria and/or procedures, or applicable regulations, it will be rejected and returned to the Proposer with notification stating the reason for rejection. The AHA reserves the right to reject proposals at any time for misinformation, errors, or omissions of any kind, no matter how far they have been processed, in its sole and absolute discretion.

- 4.6. **Proprietary Information.** To the extent not prohibited by applicable law, if a Proposer does not desire certain proprietary information in their proposal disclosed, the Proposer is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the Proposer fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Notwithstanding anything to the contrary contained herein, any proposals and documents received in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)
- 4.7. **Eligible to Conduct Business in California.:** All proposers shall be eligible to conduct business in the State of California and City of Alameda.
- 4.8. **Proposer's Responsibilities--Contact with the AHA:** It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFP process to the RFP Manager only. Proposers must not make inquiry or communicate with any other AHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the AHA to not consider a proposal submittal received from any Proposer who may has not abided by this directive.
- 4.9. **Addenda:** All questions and requests for information must be addressed in writing to the RM. The RM will respond to all such inquiries in writing by addendum to all prospective Proposers (i.e. proposers or individuals that have obtained the RFP Documents). During the RFP solicitation process, AHA staff will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the RFP are made, between the AHA and a prospective Proposer when other prospective Proposers are not present) conversations that may give one prospective Proposer an advantage over other prospective Proposers.
- 4.10. **Recap of Attachments.** It is the responsibility of each Proposer to verify that they have downloaded the following attachments pertaining to this RFP, each of which are hereby incorporated herein by this reference:

Attachment	Description
A	Proposal Submittal Checklist
B	Form of Proposal
C	Form of Profile of Proposer
D	Scope of Services
E	Sample AHA Contract (Note: This contract is being given as a sample only. AHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that are in its best interests)

F	Travel Accommodations Expense Requirements-Consultants
G	Additional Federal Requirements
H	If HUD funded, the HUD Forms 5369-A (Certification and Representation of Offerors Non-Construction), 5369-B (Instructions to Offerors Non-Construction) / [5369 Instructions for Bidders for Contracts (Construction)]
I	Conflict of Interest Information

5.0 PROPOSAL EVALUATION. (for Areas 1 – 4)

5.1. Evaluation Factors. The following factors will be utilized by the AHA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the Proposer submits within their proposal as well as the results of the follow up interview:

A. Qualifications and Experience:

Maximum Points: 20

As indicated under Part 5, the Proposer’s qualifications and prior experience, including capability and experience of its key personnel, including their resumes and history of successfully performing similar services for public or private agencies.

B. Proposed Approach:

Maximum Points: 20

As indicated under Part 6, the Proposer’s proposed approach to conducting the Scope of Work as noted in Attachment D, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services, as well as the ability to meet any required timelines or other requirements.

C. Customer Service:

Maximum Points: 10

As indicated under Part 7, the Proposer’s approach to customer service and coordination with the AHA.

D. Cost Analysis and Budget for Primary Services:

Maximum Points: 20

As indicated under Part 8, the Proposer's itemized budget and a detailed explanation for all costs associated with providing the requested services and an itemized proposal of costs.

E. **References/Interview:**

Maximum Points: 20

As indicated under Part 9, a comprehensive list of the Proposer's references for other public and private entities that it has provided these same or similar services, and that AHA may contact, the result of which will be verified and scored accordingly by the AHA.

F. **Lowest Overall Price:**

Maximum Points: 10

The Proposer with the lowest overall cost for the primary services described by this RFP will receive the maximum amount of points and the next highest Proposers will each receive a percentage thereafter.

5.2. Evaluation Method.

- A. **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The AHA reserves the right to reject any proposals deemed by the AHA not minimally responsive (the AHA will notify such proposers in writing of any such rejection).
- B. **Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each Proposer and a copy of all pertinent RFP documents.
- C. **Evaluation Committee:** The AHA anticipates that the AHA's Executive Director or designee will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP ("Evaluation Committee"). PLEASE NOTE: No Proposer shall be informed at any time during or after the RFP process as to the identity of any Evaluation Committee member. If, by chance, a Proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within this RFP, the designated RM is the only person at the AHA that the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such Proposer(s) to be eliminated from consideration for award.
- D. **Evaluation:** The selection criteria set forth in Section 5.1 herein will be used by AHA to rank and select proposals for this RFP. Each criterion is comprised of several components with an associated point value. The total points awarded to a proposal

will be the aggregate of the component subtotals for each factor. This selection provides both a summary and details of the factors and point values.

- E. **Potential "Competitive Range" or "Best and Finals" Negotiations:** The AHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2 ("HUD Procurement Handbook"), conduct a "Best and Finals" Negotiation, which may include oral interviews, with all proposers deemed to be in the competitive range. Any proposer deemed not to be in the competitive range shall be notified of such in writing by the AHA in a timely manner as possible, but in any case, no longer than 5 days after the beginning of such negotiations with the proposers deemed to be in the competitive range. The HUD Procurement Handbook can be accessed at https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608.
- F. **Ties/Equal Bids:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- G. **Results of Evaluation:** Once an award is made, Proposers may request via e-mail additional information regarding the results. Requests for records are limited to those that are not privileged or confidential (i.e., no successful bidder trade secrets, financials, etcetera.)
- H. **Proposal Protest:** Any prospective or actual Proposer, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the AHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (e.g. submitted an interest form, proposal, or questions, or attended a pre-bid meeting) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to AHA the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the AHA or condition is being protested as inequitable, making where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve AHA from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The AHA has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the successful Proposer receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the RFP Manager or designee. The AHA's Executive Director, or designee, shall issue a written decision on the matter. The AHA's Executive Director, or designee, may, at his/her sole discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be submitted as outlined in Section 6.0.

6.0 APPEALS

- 6.1 **Submission.** All appeals shall be marked as follows and sent via e-mail the address listed below.

SUBJECT LINE: APPEAL OF RFP SOC SER10152021

EMAIL TO: sdubhani@alamedahsg.org with a copy to sshipe@alamedahsg.org.

- 6.2 **Conflict of Interest.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer entity will be excluded from participation on the AHA Evaluation Committee. Similarly, all persons having ownership interest in and/or who contract with a Proposer entity will be excluded from participation on the AHA Evaluation Committee.

7.0 CONTRACT AWARD.

- 7.1. **Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing and submitting the Form of Proposal (Attachment B), the Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, in hard copy, including an agreement to execute the standard AHA contract form. Accordingly, the AHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses contained therein. In addition, the AHA shall not negotiate any clauses contained within any applicable HUD documents.

Depending on the amount of the award, the AHA will forward the contract or a summary to AHA's Board of Commissioners for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected Proposer.

The contract shall be awarded subject to a resolution or minute order to that effect duly adopted by the Board of Commissioners, in their sole and absolute discretion, if approval is needed. Execution of the contract documents shall constitute a written memorial thereof.

If the amount of award does not require review or approval by the AHA's Board of Commissioners, then the contract will be executed by the Executive Director or Designee.

- 7.2. **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the AHA pursuant to this RFP:

- A. **Contract Form:** The AHA will not normally execute a contract on the successful Proposer's form (see Section 2.5). Contracts will only be executed on the AHA's form (please see the Sample Contract under Attachment E), and by submitting a proposal the successful Proposer agrees to do so (please note that the AHA reserves the right to amend the AHA Sample Contract form as the AHA deems necessary). **Please note that the AHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.**

- B. **Assignment of Personnel:** The AHA shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFP and the contract if the AHA believes that such change is in the best interest of the AHA and the completion of the contracted work.
- C. **Unauthorized Sub-Contracting Prohibited:** The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of AHA's Executive Director or designee, in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of AHA's Executive Director or designee, shall be void and may result in the cancellation of the contract with the AHA, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed contract; as determined by AHA's Executive Director or designee, in his/her sole and absolute discretion.
- D. **Contract Period:** The AHA anticipates that it will initially award a contract for the period of three (3) years with the option, at the AHA's discretion, of two (2) additional one-year option periods, for a maximum total of five (5) years.
- E. **Insurance Requirements:** Prior to any individual contract award (but not as a **part** of the proposal submission) the successful Proposer will be required to provide the following during the term of the contract:
 - (1) **Insurance:** Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.
 - **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
 - **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
 - **Workers' Compensation:** As required by the State of California, with Statutory Limits and Employers' Liability Insurance with limit of no less

than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.

- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If cover age is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

- **REQUIRED: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic

information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

- The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information “property” of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of the AHA may be endorsed onto the Consultants Cyber Liability Policy as follows:
- Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information “property” of the AHA that will be in the Care, custody, or control of Consultant.

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

- (2) **Additional Insured Status:** The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or

if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

- (3) **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- (6) **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.
- (7) **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
- (8) **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- (9) **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.
- (10) **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

- F. If applicable, a copy of the Proposer's license issued by the State of California licensing authority allowing the Proposer to provide the services detailed herein.
- G. All Proposers shall be eligible to conduct business in the State of California and the City of Alameda and shall provide evidence of such eligibility if requested by AHA.

7.3. Right to Negotiate Final Fees. The AHA shall retain the right to negotiate the amount of fees that are paid to the successful Proposer, meaning the fees proposed by the top-rated Proposer may, at the AHA's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after the AHA has chosen a top-rated Proposer. If such negotiations are not, in the opinion of the RM successfully concluded within 5 business days, the AHA shall retain the right to end such negotiations and begin negotiations with the next-rated Proposer. The AHA shall also retain the right to negotiate with and make an award to more than one Proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

7.4 Contract Service Standards. All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

7.5. Attachments. Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

Authorization to Distribute:

Vanessa Cooper, Executive Director

Date

ATTACHMENT A

“Proposal Submittal Checklist”

(This Form must be fully completed and placed under Part No. 1 of the proposal)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submitted by the Proposer. Also, complete the Proposer’s Statement as noted below:

X = ITEM INCLUDED	SUBMITTAL ITEMS
	Part 1 Proposal Submittal Checklist (Attachment A)
	Part 2 Form of Proposal (Attachment B)
	Part 3 Profile of Proposer Form (Attachment C)
	Part 4 Cover Letter
	Part 5 Qualifications and Experience
	Part 6 Proposed Approach
	Part 7 Customer Service
	Part 8 Cost Analysis and Budget for Primary Services
	Part 9 References
	Part 10 Other Company Information (Optional)
	Part 11 Confirmation of submission Conflict of Interest Form (Attachment I)

PROPOSER’S STATEMENT

The undersigned Proposer hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the AHA discovers that any information entered herein to be false, such shall entitle the AHA to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, including an agreement to execute the AHA Sample Contract, attached to this RFP as Attachment D. In addition, Proposer hereby agrees to provide any additional documentation requested by the AHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the AHA with the services described herein for the fee(s) entered herein.

Signature	Date	Printed Name/Title	Company
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**ATTACHMENT B
FORM OF PROPOSAL**

(This Form must be fully completed and placed under Part 2 of the proposal submittal.)

- A. Form:** Each Proposer shall submit their proposed fees on this form only, which shall be completed, signed, and returned to the AHA with the completed Proposal.
- B. Entry of Proposed Fees:** Each Proposer must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. "No Proposal" is not allowed for any item, although a "No Charge" is allowed for one or more of the Pricing Items.
- C. Pricing Items:** For total proposal prices for each property based on Scope, complete table on next page and attach supplies fee schedule. Please include totals in the table below:

Description	2022	2023	2024	2025	2026
One-time setup - attach description of costs (Area 1 & 3 in Scope)	\$				
Daily Social Services for Tenants (Area 1 & 3 in Scope)	\$				
*Complete additional form on next page – fill in totals					
Additional phone counseling/Referrals (per hour fee) – (Area 2 in Scope)	\$				
Hourly fee to provide services to FSS program. (Area 4 in Scope)	\$				

*For Area 5 in Scope please provide a pricing schedule.

Date Company

Print Name Signature

Office Phone Mobile Phone Email Address

Business Address

PRICE PROPOSAL FORM - For AREA 1 ONLY

Location	Units	LIHTC	In Service	Hours/Month	Year 1		Year 1 Total Annual	Year 2 w/ % Increase	Year 3 w/ % Increase	Year 4 w/ % Increase	Year 5 w/ % Increase	Total 5-year Contract Amount
					Services	Monthly Costs Non-Services*						
AUSD	30	Y	2026	?								
Anne B Diamant	65		Current	20								
Independence Plaza	186		Current	70								
China Clipper	26		Current	10								
Eagle Village	36		Current	12								
Esperanza	120		Current	50								
Everett Commons	20	Y	Current	56								
Littiejohn Commons	31	Y	Current	48								
North Housing Phase	63	Y	2025	?								
Parrot Village	50		Current	25								
Parrot Gardens	8		Current									
Rosefield Village	92	Y	2022	40								
Scattered Sites	34		Current	12								
Totals												

***Non-Services Expenses Include:**

Laptops - 1 per FTE

Cellphone - 1 per FTE

Office Supplies (monthly)

Other: (please list)

ATTACHMENT C

“PROFILE OF PROPOSER”

(This Form must be fully completed and placed under Part No.3 of the proposal submittal.)

(1) Prime Subcontractor (this form must be completed by and for each)

(2) Name of Proposer: _____ Telephone: _____ Fax: _____
 E-Mail: _____

(3) Street Address, City, State, Zip: _____

(4) **Please attach a brief biography/resume of the company**, including the following information:
 Year Proposer Established; (b) Former Name and Year Established (if applicable); and
 (c) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Proposer (submit under Part 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Part 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Federal Tax ID No.: _____

(8) State of California Business Entity Number (Secretary of State): _____

(9) Worker’s Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(10) General Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(11) Professional Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(12) Has your proposer or any member of your proposer been a part to litigation with a public entity?

Yes No

If yes, please include in section a full detailed explanation including dates, with who and state the circumstances and any resolution.

(13) Is your proposer currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(14) Is your proposer currently in foreclosure or substantial tax arrears with a City/County or local jurisdiction?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(15) Has, or is this proposer or any member of your proposer, currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(16) In the past 10 years, has your proposer or any member of your proposer failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(17) In the last 7 years, has your proposer filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(18) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or City of Alameda or other fees?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(19) Does your proposer or any member of your proposer have a record of substantial Building Code Violations or litigation against properties owned by the proposer or by any entity or individual that comprises the Proposer?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(20) Has your proposer or any member of your proposer been convicted for fraud, bribery, or grand larceny?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(21) Debarred Statement: Has this proposer, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this proposer been de-designated as a developer of any government sponsored or publicly assisted project?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(22) Disclosure Statement: Does this proposer or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the AHA?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(23) Additional clarifying information regarding questions and statements (12) through (22) – include below and/or attach related documents:

- (24) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the AHA or any person interested in the proposed contract; and that all statements in said bid are true.
- (25) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the AHA discovers that any information entered herein is false, that shall entitle the AHA to not consider nor make award or to cancel any award with the undersigned party.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

ATTACHMENT D

“Scope of Services”

Area 1	Daily Social Services for Existing Tenants at AHA/AAHC/ICD Properties
Area 2	Limited Additional Phone Counseling/Referrals
Area 3	Specialized Social Service Programs at LIHTC “Tax-Credit “Properties
Area 4	Counseling and workshops for Family Self Sufficiency (FSS) Clients
Area 5	HomeKey/Homeless housing Social Service Partners <i>(Consideration for Area 5 will be reviewed separately from the rest of the RFP)</i>

Area 1. Daily Social Services for Tenants at Existing AHA/AAHC/ICD Properties

Staffing

Provide a minimum of two full-time equivalents (FTE) of a licensed social worker or experienced case manager supervised by a licensed social worker on-site at 40 hours per week. Supervising staff assigned must have a minimum of 3 years case management experience in a similar setting. Bidder should assume that each employee(s) is available for 50 of 52 weeks of the year to allow for Paid Time off and describe how (limited) coverage could be provided during employee’s absences. Bid should include a supplies fee schedule and a brief description of the supplies requested and approximate monthly fees. Monthly expense receipts should be submitted with invoice to be reimbursed. The proposal should include resumes or same resumes of staff who may be assigned, including relevant experience and qualifications in the area of social services.

Population to be Served

The AHA/AAHC/ICD collectively own 668 units of affordable housing in the City of Alameda. The units are in several communities, all within four miles of each other. Depending on need, services at the following locations would include:

Property Mix						
Property	Unit Count	Year Built	Type	Property Mgt	Office Location	Monthly Minimum Hours
Anne B Diamant	65	1975	Senior 62+	AHA	Community Room	20
Independence Plaza	186	1990	Senior 62+	AHA	Private	70
China Clipper	26	1964	Family	JSCO	Esperanza	10
Eagle Village	36	1983	Family	JSCO	Future Rosefield	12
Esperanza	120	1971	Family	JSCO	Private	50
Everett Commons	20	2018	Family	JSCO	Private	56
Littlejohn Commons	31	2018	Senior 62+	JSCO	Private	48
Parrot Village	50	1980	Family	JSCO	Little John Commons	25
Parrot Gardens	8	1935	Family	JSCO	Little John Commons	
Rosefield Village	92	2021	Family	JSCO	Private	40
Scattered Sites	34	Varies	Both	JSCO	Everett Commons *	12
TOTAL	668				TOTAL	139

Current LIHTC Specific Requirements

Littlejohn Commons

- Two half days per week to comply with Tax Credit Allocation Committee regulatory requirements regarding social services.
- Services shall include at least 67 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community-building and/or enrichment activities for residents (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.

- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.

Everett Commons

- One half day per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services, and ten hours per week for the 5 VASH voucher holders living at the Property.
- TCAC Services shall include at least 86 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- Case management services shall include at least 10 hours per week of case management to support the 5 VASH voucher holders, as well as supporting, when necessary, other residents struggling with maintaining their housing.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Provide case management services for the 5 VASH voucher holders, including development and implementation of independent living plans.
- Case management services shall be provided primarily to VASH voucher holders, but also, as available, to any resident struggling to maintain stable housing, finances or health.
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to

residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.

Rosefield Village

- Thirty hours per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services.
- Additional 10 hours per week per TCAC Services to provide after school services to include tutoring, mentoring, homework club and art and recreation activities.
- Intensive case management is included in the thirty hours per week commitment to provide services to 18 units that are designated as extremely low income, these households will need assistance through the application process and continual case management to help obtain and maintain stable housing. Each household should be given an individual service plan based off an assessment of the client's medical, psychosocial, environmental, legal, financial, and educational strengths, needs and resources. Regular check-ins will be required after the household moves to monitor well being and stability.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.

Activities and Services (all sites)

- Provide educational classes at each site where there is a space for classes. For family sites, classes may include but is not limited to: parenting, English as a Second Language (ESL), budgeting, healthy living, emergency preparedness, etc. For senior sites, the same

types of activities could be provided plus independent living skills and light exercise or social activities.

- Provide case management services of referrals from Property Manager. Issues may include but is not limited to: assisting tenants with non-payment of rent, non-compliance with lease provisions, domestic violence, family discord, etc.
- Prepare and distribute a monthly newsletter on social services issues.
- Respond during business hours by phone if not on site to emergency requests
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend biweekly meetings with Property Manager to discuss on-going cases and monthly meetings with owner to discuss on going cases and programming
- Make referrals to Adult Protective Services (APS) and Child Protective Services (CPS) as necessary.
- Develop and build relationships with local social services providers. Attend a monthly Alameda social services forum.
- Participate in group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrolment, access to services etc.
- Have the ability to manage other service partners and property/community resources for residents to include Alameda Food Bank, Alameda Family Services, Veterans Administration (VA), Alameda Transit District - Easy Pass Program, Boys and Girls Club, etc.
- Utilize a variety of platforms to communicate with residents including face to face meetings, phone call, email and video conferencing.
- Provide mediation to residents and management when dealing with conflict within the community.
- Attend annual fair housing training; and other training as required by the owner.
- Meet all local health ordinances and supply PPE to your team.
- Conduct annual emergency preparedness.

Supportive Services (Everett Commons)

Supportive services do not have to be provided at the project site. When supportive services are provided, whether on site or not, the following conditions apply:

- Monthly outreach to participants signed up to receive these services.
- Provide case management, counseling, health care resources, psychiatric and mental health care, substance abuse treatment plans.
- Life skills, parenting skills, childcare, transportation, housing search assistance, budgeting
- Employment assistance, job training/placement
- Education, vocational opportunities

Facilities and Equipment

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each large site.
- b) Wi-Fi access, through a hot spot or building Wi-Fi
- c) Furniture as necessary.
- d) Repayment of costs for a cellphone and a laptop (one per FTE) for assigned social workers. Must be included in the fee schedule.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract
- h) Copying/printing facilities for flyers and other activities. (Large scale copying may be offsite at the owner’s discretion)
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Area 2. Limited Additional Phone Counseling/Referrals

Provide limited phone counseling/information and referrals to tenants or clients not covered in Area 1 above, generally tenant-based Section 8 voucher holders at privately owned properties subsidized by the AHA (Primarily). Case management or referral services will be provided to individuals/families upon a written referral by an AHA employee. Must be a licensed or experienced social worker.

A per hour fee should be quoted for this service (bidders may quote business hours and after-hours fees if they wish.) Typical issues are referrals to services for family discord, landlord/tenant issues, nonpayment of rent, hoarding and aging in place.

This service can only be bid on in conjunction with a bid for Area 1.

Area 3. Specialized Social Service Programs at LIHTC “Tax-Credit “Properties

AHA currently owns 3 LIHTC buildings and plans to develop three to five more Low Income Housing Tax Credit (LIHTC) properties over the next four-five years. The expected development schedule includes the following:

Property Name and Size	Property Type	Service Begin Date
North Housing Phase (63 units)	Senior	2025
AUSD (30 Units)	Family	2026

Specific services and programs for children, families and seniors must be provided as required for projects financed through the LIHTC program. A minimum of 10 application points must be achieved for each property. The eligible services and associated point values include:

After-School Programs

- Tutoring, mentoring, homework club, and art and recreational activities
- 5 points when programs are provided weekdays throughout the school year for at least 10 hours per week.

Instructor-led Educational, Health and Wellness, and Skill-building Classes

- Financial literacy, computer training, home-buyer education, General Equivalency Degree (GED), resume building, Art/Crafts, ESL, and parenting.
- Nutrition, exercise, on-site food cultivation and preparation, smoking cessation, and other health information/awareness classes.
- 5 points for a minimum of 60 hours per year (30 hours per year at small projects). Drop-in computer labs, monitoring or technical assistance do not qualify as part of this hourly requirement.

Health and Wellness Services and Programs

Such services and programs shall provide individualized support for tenants, rather than group classes, but need not be provided by licensed individuals or organizations. The services include:

- Visiting nurses' programs, intergenerational visiting programs, and senior companion programs.
- 5 points for a minimum of 100 hours per year per 100 bedrooms (pro-rated for smaller projects).

Services of a Licensed Service Coordinator, Social Worker or Other Specialist

Services may include:

- Providing tenants with information about available services in the community,
- Counseling and/or advocacy to tenants, such as to assist them to access education, secure employment, secure benefits, gain skills or improve health and wellness
- Organizing community-building and/or enrichment activities for tenants, including holiday events, tenant council, etc.
- 5 points per staff member; calculated at 1 FTE per 600 bedrooms (pro-rated for smaller projects)

Bid should be for each property and should include a monthly budget for supplies and a brief description of the supplies.

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each site.
- b) Wi-Fi access.
- c) Tables and chairs as necessary.
- d) Landline and computer for the social worker.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract.
- h) Copying/printing facilities for flyers and other activities.
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Will be considered as an estimate but must be bid with Areas 1 and 2 above.

Area 4: Counseling and workshops for Family Self Sufficiency (FSS) Clients

Provide monthly evening workshops on self-sufficiency (generally one hour per month plus prep time and debrief with staff). Provide limited in person or by phone counseling/information and referrals to FSS clients, if referred by AHA staff. Must be a licensed social worker. Other FSS-related social services as needed.

May be bid with or separately from Areas 1 and 2 above. A per hour fee should be quoted for this service. No additional fee will be paid for evening work.

Area 5: HomeKey/Homeless housing Social Service Partners ***(Consideration for Area 5 will be reviewed separately from the rest of the RFP)***

The Housing Authority may be involved in future HomeKey developments (or similar homeless housing developments) and is looking to be able to contract with one or more providers with a minimum of three years of experience working with the HomeKey target population. Please describe your agency's experience and capacity to serve as a HomeKey (or similar) service provider, including:

- a) Number of projects/units currently served with a range of on-site and off-site supportive services to a Coordinated Entry System (CES)-eligible homeless population
- b) Provide a description of services your agency has provided for a HomeKey-eligible homeless population, i.e., mental health services, substance use disorder services, primary health, employment, case management, assistance obtaining benefits and essential documentation, education, and other tenancy support services.
- c) Please provide a sample on-site staffing plan and budget for a 50-unit development, including primary care and other needed physical health and behavioral health services as well as other tenancy supports. If you have an existing HomeKey, former Roomkey, or similar development staffing plan and budget (must be for over 30 units) this budget and staffing plan may be substituted for the sample plan as long as it is not more than 2 years old.
- d) Please indicate how many years of experience your agency has serving persons of the Homekey target population.

- e) Provide a description of experience working with 3rd party property management of supportive housing developments, including any problem-solving techniques that have been proved valuable.
- f) Include any licenses your team hold for this work.

Please note that these bids may be used to create a short list of qualified partners and that a further selection round may occur once the project/s have been identified.

ADMINISTRATION OF THE CONTRACT

REPORTING (All Areas)

Monthly usage reporting for each property separately (no later than the 20th of the following month) is required on at least the following:

- Hours at each site and total hours at all sites.
 - * If there are months where total number of hours required in the contract are not met, these should be tracked in monthly reporting and made within 90 days. No more than a 10% negative variance will be permitted under the contract.
- Unduplicated number of persons by type of service and in total.
- Total classes held, duration and the attendance for each class.
- Total number of Case Management Meetings with clients.
- How many units reached out to in a month regarding services.
- Total duplicated use (e.g., a person attending a class and receiving counseling regarding late rent paying, would be counted twice.)
- Bidder will be required to provide an annual presentation to the Board of Commissioners on outcomes and number served. Sample presentation attached for reference.
- Annual report required in January to roll up Return on Investment (ROI). Items to be include are:
 - Funds secured for residents (secure/maintain housing).
 - Resources directly distributed or connected residents (maintain stability within the home).
 - Tenure for VASH clients
 - Resident and staff success stories
 - Future goals and new program initiatives

INVOICING (All Areas)

Monthly invoices for services and receipts for supplies should be billed directly to each property (all properties listed above) and submitted to the individual property management agent for processing.

For additional services contracted with the agency, such as the Family Self Sufficiency Program, invoices should be sent directly to AHA (accountspayable@alamedahsg.org).

Payments will be sent in via ACH only.

RECORDS

All records remain the property of the AHA, AAHC or ICD and must be turned over at contract termination unless they contain Personal Identifiable Information (PII) for a client who has not signed an Release of Information.

Confidentiality agreements must be signed by all staff since they will be handling confidential material and will be working in close proximity to other management staff.

** Follow appropriate HIPPA regulations.*

ATTACHMENT E

“Sample AHA Contract”

(Behind this Page)

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this ____ day of _____, 2021 ("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 _____, a _____ whose address is _____, (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 _____.

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 _____, 2021 unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

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

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

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

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

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

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

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed [SPELL OUT] (\$_____00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

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

Housing Authority of the City of Alameda
701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: _____

(____) _____ - _____

Email: _____

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

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

4. ALTERATION OR CHANGES TO THE AGREEMENT.

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

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

5. INSPECTION OF SERVICES.

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

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

6. TIME IS OF THE ESSENCE.

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

7. INDEPENDENT CONTRACTOR.

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment

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

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

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA).

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

9. NON-DISCRIMINATION.

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

10. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

11. **INSURANCE.**

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

A. **WAIVER OF SUBROGATION:**

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

B. **FAILURE TO SECURE:**

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

C. **SUFFICIENCY OF INSURANCE:**

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

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

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

12. CONFLICT OF INTEREST.

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

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

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

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

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

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

13. PROHIBITION AGAINST ASSIGNMENTS.

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

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

14. **SUBCONTRACTOR APPROVAL.**

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

15. **PERMITS AND LICENSES.**

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

16. **REPORTS.**

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

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

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

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

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

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

17. **RECORDS.**

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

supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. **NOTICES.**

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

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

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

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

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

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

20. **TERMINATION.**

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

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

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

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

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

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

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

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

23. **GOVERNING LAW; SEVERABILITY.**

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

this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

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

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

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

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

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

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

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

29. WAIVER.

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

30. CAPTIONS.

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

31. ADMINISTRATION.

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

32. GENERAL.

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

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

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

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

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

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

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

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

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

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

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall

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

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

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

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

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

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

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

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

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

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

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

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

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

35. **ENTIRE AGREEMENT.**

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

36. **AUTHORITY TO SIGN.**

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

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

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

ATTACHMENT F

“Travel Accommodations Expense Requirements-Consultants”

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of the Housing Authority (AHA). Only necessary and reasonable business expenditures will be reimbursed. Costs for transportation, lodging, meals, and incidental expenses deemed reasonable as compared to the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the U.S. General Services Administration, for travel in the contiguous 48 United States

Any Consultant who incurs business expenses on behalf of AHA must submit an expense report with appropriate documentation explaining the business purpose of travel and itemizing expenses.

Air Transportation

In general, Consultants should fly at the lowest cost economy fare. As circumstances permit, air transportation should be booked in advance to achieve the lowest available advance-purchase fare.

Ground Transportation

When using ground transportation, Consultants should select the most economical mode of reliable and safe transportation. Reimbursement will be for the actual and reasonable expense incurred while on AHA business.

Rental cars are to be the lowest cost vehicle at a cost and class no greater than that which is necessary to conduct business.

Corporate Automobile Liability

Coverage shall meet or exceed the minimums required in the RFP.

In lieu of Corporate Automobile Liability Coverage, Consultant shall purchase rental car insurance for limits of not less than \$1,000,000 at no additional cost to the AHA. This rental car insurance provision shall apply when the Consultant's firm's auto liability policy does not include the above referenced insurance provisions (i.e. any auto Code 1).

Accommodations

Expenses for lodging are to be for a standard single room rate at the most reasonable priced mid-tier hotel available. Exceptions may be made for Consultants attending conventions and meetings with hotels; other exceptions require business rationale, which must be documented and approved by the AHA. Where extended travel is involved, reduced rates and/or extended-stay hotel options must be considered.

Out-Of-Pocket Expenses

Incidental expenses will be reimbursed for the actual and reasonable cost incurred unless otherwise stated by local county laws and regulations, (e.g. daily allowance instead of actual cost.) Receipts are required at an expenditure level to satisfy local tax requirements.

Non-reimbursable Expenses

Consultants may not be reimbursed for out-of-pocket expenses of a personal nature. (e.g., recreational expenses, gifts, etc.).

Any and all costs incurred by Consultant shall not exceed the Contracted Amount set forth in the Consultant Services Contract.

ATTACHMENT G

“Additional Federal Requirements”

(NONE)

ATTACHMENT H – HUD FORMS

Non-Construction:

HUD-5369-A

HUD-5369-B

(Behind this Page)

ATTACHMENT I

Conflict of Interest Form available at: <https://form.alamedahsg.org/Forms/A4Gpo>

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

CONFLICT OF INTEREST CERTIFICATION

PART A: REGULATIONS, REQUIREMENTS AND PROHIBITIONS

As a public housing authority (PHA), the Housing Authority of the City of Alameda, including its affiliates Island City Development, the Alameda Affordable Housing Corporation, and any other affiliates (collectively, AHA) are obligated to ensure fairness in the procurement process under state and local laws and regulations and regulations of the United States Department of Housing and Urban Development (HUD) and to further ensure a standard of ethics amongst its contractors and consultants in carrying out all contractual obligations. The purposes of the Conflict-of-Interest Certification are to ensure: 1) fairness in the procurement process so that the AHA, the public, and other governmental entities have confidence in the integrity, independence, and impartiality in the selection of its consultants and contractors of the AHA; and 2) that its consultants and contractors have the best interests of the AHA while doing work on its behalf.

PART I. CONFLICT OF INTEREST

1. In accordance with HUD regulations (24 CFR §§ 570.611, 982.161), neither the AHA nor any of its contractors or subcontractors or their employees, agents, consultants, officers, or elected or appointed officials ("Bidder's/Proposer/Vendor") may enter into any contract or arrangement in connection with the Section 8/Housing Choice Voucher program or Community Development Block Grants (CDBG) in which any of the following classes of persons has any financial interest or benefit, direct or indirect, actual or apparent, during tenure or for one year thereafter:
 - (1) Any present or former member or officer of the AHA (except a participant commissioner) or their immediate family member or business associate;
 - (2) Any employee of the AHA, or their immediate family member or business associate, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
 - (4) Any member of the Congress of the United States.
2. No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
3. "Immediate family member" includes spouses, parents, siblings, and children.

4. "Financial interest or benefit" includes, but is not limited to, salaries, consultant fees, commissions, gifts, sales income, rental payments, investment income, other business income, program services that may have a monetary value, impacts to property owned by one of the parties listed above that is within 500 feet of a project funded by AHA.
5. Any member of these classes of persons must disclose the member's interest or prospective interest to AHA and HUD.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST

1. In order to ensure the best interests of the AHA in its contractual relationships and comply with state and federal conflict of interest laws, the AHA desires to avoid an organizational conflict of interest, which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - a. Award of the contract may result in an unfair competitive advantage;
 - b. The Bidder's/Proposer/Vendor's objectivity in performing the contract work may be impaired;
 - c. AHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.
2. Where a Bidder/Proposer/Vendor is aware of, or has reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, the Bidder/Proposer/Vendor shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the Bidder/Proposer/Vendor has possible organizational conflict of interests with respect to:
 - a. being given an unfair competitive advantage;
 - b. being able to render impartial, technical sound, and objective assistance or advice; and/or
 - c. any AHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.
3. The Bidder/Proposer/Vendor must disclose all relevant information and request the AHA to make a determination as to whether there is a conflict, either actual or apparent, with respect to the contract that may be awarded.
4. The Bidder/Proposer/Vendor shall be required to agree that if, after award, the Bidder/Proposer/Vendor discovers an organizational conflict of interest with respect to this contract, the Bidder/Proposer/Vendor shall make an immediate and full disclosure in writing to the AHA which shall include a description of the action which the Bidder/Proposer/Vendor has taken or intends to take to eliminate or neutralize the conflict. The AHA may, however,

terminate the contract for the convenience of AHA if it would be in the best interest of AHA, or if required to comply with local, state and federal laws and regulations.

5. In the event the Bidder/Proposer/Vendor was aware of an organizational conflict of interest before the award of this contract, or develops an organizational conflict of interest during the performance of the contract, and fails to disclose the conflict to the AHA, the AHA may terminate the contract for default.
6. The Bidder/Proposer/Vendor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the AHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this contract.
7. As part of its bid/proposal, the Bidder/Proposer/Vendor may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.
8. No award shall be made until the disclosure or certification has been evaluated by the AHA.
9. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Bidder/Proposer/Vendor.
10. If the AHA determines that a potential conflict exists, the selected Bidder/Proposer/Vendor shall not receive an award unless the conflict can be eliminated or otherwise resolved to the satisfaction of the AHA in its sole and absolute discretion.

PART III. WARRANTY & REPRESENTATION OF NON-COLLUSION

1. Bidder/Proposer/Vendor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract.
2. Bidder/Proposer/Vendor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee as a result of consequence of obtaining or being awarded any contract.
3. Bidder/Proposer/Vendor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render the resulting contract void and of no force or effect.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

CONFLICT OF INTEREST CERTIFICATION

PART B: CERTIFICATION OF BIDDER/PROPOSER/VENDOR

- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I of Part A above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Bidder/Proposer/Vendor.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest as set forth in Part II of Part A above.
- The Bidder/Proposer/Vendor acknowledges and agrees to the obligations of Bidder/Proposer/Vendor as set forth in Part II above and to the rights and remedies of the AHA as set forth in Part II of Part A above as they relate to organizational conflicts of interest.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it has not paid or given, and will not pay or give, to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract; and further has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any AHA official, officer, or employee, as a result of consequence of obtaining or being awarded any contract as set forth in Part III of Part A above.
- The Bidder/Proposer/Vendor has disclosed the following (by submitting an online form at: <https://form.alamedahsg.org/Forms/A4Gpo>):
 - (a) Any current or prior personal relationships with AHA current or former official, officer or employee or their immediate family member or business associate
 - (b) Any current or prior business or financial relationships with AHA current or former official, officer or employee or their immediate family member or business associate
 - (c) Any current or prior relationship with AHA current or former official, officer or employee or their immediate family member or business associate
 - (d) If aware of, or there is reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, describe all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder.



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Response to Request for Proposals for

SOCIAL SERVICES

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Life Skills Training and Educational Programs, Inc. – LifeSTEPS

November 15, 2021

Electronic Submittal

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

3247 Ramos Circle, Sacramento, CA 95827
Phone: 916.965.0110 Fax: 916.965.0102 www.lifestepsusa.org

ATTACHMENT A

“Proposal Submittal Checklist”

(This Form must be fully completed and placed under Part No. 1 of the proposal)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submitted by the Proposer. Also, complete the Proposer’s Statement as noted below:

X = ITEM INCLUDED	SUBMITTAL ITEMS
X	Part 1 Proposal Submittal Checklist (Attachment A)
X	Part 2 Form of Proposal (Attachment B)
X	Part 3 Profile of Proposer Form (Attachment C)
X	Part 4 Cover Letter
X	Part 5 Qualifications and Experience
X	Part 6 Proposed Approach
X	Part 7 Customer Service
X	Part 8 Cost Analysis and Budget for Primary Services
X	Part 9 References
X	Part 10 Other Company Information (Optional)
X	Part 11 Confirmation of submission Conflict of Interest Form (Attachment I)

PROPOSER’S STATEMENT

The undersigned Proposer hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the AHA discovers that any information entered herein to be false, such shall entitle the AHA to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, including an agreement to execute the AHA Sample Contract, attached to this RFP as Attachment D. In addition, Proposer hereby agrees to provide any additional documentation requested by the AHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the AHA with the services described herein for the fee(s) entered herein.



11/15/2021

Craig Gillett, President

LifeSTEPS

Signature

Date

Printed Name/Title

Company

ATTACHMENT B
FORM OF PROPOSAL

(This Form must be fully completed and placed under Part 2 of the proposal submittal.)

- A. Form:** Each Proposer shall submit their proposed fees on this form only, which shall be completed, signed, and returned to the AHA with the completed Proposal.
- B. Entry of Proposed Fees:** Each Proposer must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. "No Proposal" is not allowed for any item, although a "No Charge" is allowed for one or more of the Pricing Items.
- C. Pricing Items:** For total proposal prices for each property based on Scope, complete table on next page and attach supplies fee schedule. Please include totals in the table below:

Description	2022	2023	2024	2025	2026
One-time setup - attach description of costs (Area 1 & 3 in Scope)	\$ 0	0	0	0	0
Daily Social Services for Tenants (Area 1 & 3 in Scope)	\$ 397,641.24	409,570.48	421,857.59	457,313.32	505,832.72
*Complete additional form on next page – fill in totals					
Additional phone counseling/Referrals (per hour fee) – (Area 2 in Scope)	\$ 69.00	71.07	73.20	75.40	77.66
Hourly fee to provide services to FSS program. (Area 4 in Scope)	\$ 78.00	80.34	82.75	85.23	87.79

*For Area 5 in Scope please provide a pricing schedule.

11/15/2021 Life Skills Training and Educational Programs, Inc. (LifeSTEPS)

Date	Company	
Craig Gillett		
Print Name	Signature	
916-965-0110	323-500-9303	Craig@LifeSTEPSusa.org
Office Phone	Mobile Phone	Email Address
3247 Ramos Circle, Sacramento, CA 95827		
Business Address		

ATTACHMENT C

“PROFILE OF PROPOSER”

(This Form must be fully completed and placed under Part No.3 of the proposal submittal.)

- (1) Prime Subcontractor (this form must be completed by and for each)
Life Skills Training and Educational
- (2) Name of Proposer: Programs, Inc. (LifeSTEPS) Telephone: 916.965.0110 Fax: 916.965.0102
E-Mail: Craig@LifeSTEPSusa.org
- (3) Street Address, City, State, Zip: 3247 Ramos Circle, Sacramento, CA 95827
- (4) **Please attach a brief biography/resume of the company**, including the following information:
Year Proposer Established; (b) Former Name and Year Established (if applicable); and
(c) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Proposer (submit under Part 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP
Craig Gillett	President	N/A; 501c3 Nonprofit
Beth Southorn	Executive Director	
Bruce Kuban	Director Supportive & Health Services	

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Part 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE
Ann Elias	Director Community and Resident Services
Belinda Lee	Regional Director, Bay Region
Candice Williams	Regional Supervisor, Bay Region

- (7) Federal Tax ID No.: 33-0720982
- (8) State of California Business Entity Number (Secretary of State): C1973923
- (9) Worker’s Compensation Insurance Carrier: Insurance Co of the West
Policy No.: WSA 503759804 Expiration Date: 8/31/2022
- (10) General Liability Insurance Carrier: Nonprofits Insurance Alliance of California
Policy No.: 2021-15669 Expiration Date: 8/31/2022
- (11) Professional Liability Insurance Carrier: Nonprofits Insurance Alliance of California

Policy No.: 2021-15669 Expiration Date: 8/31/2022

(12) Has your proposer or any member of your proposer been a part to litigation with a public entity?

Yes No

If yes, please include in section a full detailed explanation including dates, with who and state the circumstances and any resolution.

(13) Is your proposer currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(14) Is your proposer currently in foreclosure or substantial tax arrears with a City/County or local jurisdiction?

Yes No Note: The published RFP form had the “No” already checked, LifeSTEPS’ response is “No”.

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(15) Has, or is this proposer or any member of your proposer, currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(16) In the past 10 years, has your proposer or any member of your proposer failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(17) In the last 7 years, has your proposer filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?

Yes No Note: The published RFP form had the “Yes” already checked, LifeSTEPS’ response is “No”.

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(18) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or City of Alameda or other fees?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(19) Does your proposer or any member of your proposer have a record of substantial Building Code Violations or litigation against properties owned by the proposer or by any entity or individual that comprises the Proposer?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(20) Has your proposer or any member of your proposer been convicted for fraud, bribery, or grand larceny?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(21) Debarred Statement: Has this proposer, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this proposer been de-designated as a developer of any government sponsored or publicly assisted project?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(22) Disclosure Statement: Does this proposer or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the AHA?

Yes No


If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(23) Additional clarifying information regarding questions and statements (12) through (22) – include below and/or attach related documents:

The published RFP had responses for questions 14 and 17. Correct answer for LifeSTEPS is “No” to both questions 14 and 17.

(24) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the AHA or any person interested in the proposed contract; and that all statements in said bid are true.

(25) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the AHA discovers that any information entered herein is false, that shall entitle the AHA to not consider nor make award or to cancel any award with the undersigned party.

Signature:  _____

Printed Name: Craig Gillett _____

Title: President _____

Company: Life Skills Training and Educational Programs, Inc.—LifeSTEPS _____

Date: 11/15/2021 _____



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PART 4 – COVER LETTER

November 15, 2021

Housing Authority of the City of Alameda
Attn: Shekhar Dubbani
701 Atlantic Avenue
Alameda, CA 94501-2151

Re: Social Services Request for Proposal, 10/15/2021

To the Evaluation Committee:

Thank you for allowing us to submit the enclosed proposal in response to the Housing Authority of the City of Alameda's ("AHA") October 15, 2021 RFP for Social Services.

As will be addressed in more detail in the body of our proposal, LifeSTEPS has vast experience in all five areas of the AHA RFP. LifeSTEPS has been providing social services, including case management, service coordination, educational classes and many other forms of meaningful social services to residents of affordable and supportive housing for over twenty-five years. Our staff is trained to understand and address the issues most common in both family and senior affordable and supportive housing sites. We currently serve over 36,000 units of affordable and supportive housing in California, the vast majority of it financed with tax credits. The Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services have designated LifeSTEPS an approved provider of Intensive Case Management Services for supportive housing communities. LifeSTEPS has also successfully run the FSS program for the Housing Authority of the County of Santa Clara since 2014, with over 330 participants currently taking part in the program.

As Board President, I am authorized to represent LifeSTEPS in contract negotiations. And, lastly, as requested, our only concerns with AHA's sample contract are: Paragraph 5: Inspection of Services (language re remedies); Paragraph 20: Termination (notice period and remedies); and Paragraph 27: Social Media (clarification re scope of social media prohibitions).

Thank you again for allowing us to submit the enclosed proposal. Please feel free to reach out directly if you have any questions or concerns.

Very Truly Yours,

Craig A. Gillett

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

3247 Ramos Circle, Sacramento, CA, 95827
Phone: 916.965.0110 Fax: 916.965.0102 www.lifestepsusa.org



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Part 5 – Qualifications and Experience

A. Organization Size, Service Experience and History of LifeSTEPS

Formed in 1996, LifeSTEPS is a large, statewide organization serving over 98,000 residents living in more than 36,000 units of family, senior and SRO, low-income affordable and supportive housing. The vast majority of our portfolio is financed through tax credits. About forty percent of our portfolio is senior housing and sixty percent family. While LifeSTEPS began as a service provider to residents of affordable housing, for the last ten years LifeSTEPS has moved into a wider array of services, including supportive services for mentally ill and formerly homeless individuals and families, HUD housing, Section 8, PBV, VASH, SRO, and MHSA projects. We currently provide resident services to 2,209 units of Santa Clara County HUD housing and 4,549 units of Sacramento Housing Redevelopment Agency housing. The Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services have designated LifeSTEPS an approved provider of Intensive Case Management Services for homeless and special needs housing communities. We are the lead service agency with DHS for 237 formerly homeless, mentally ill and disabled individuals living in Los Angeles. We are the lead service provider at four one-hundred percent special needs projects in the Inland Empire, Los Angeles and Sacramento areas. Lastly, all of our social workers regularly deal with the same issues in affordable housing that afflict the chronically homeless: mental disorders, physical disabilities, histories of physical abuse, substance abuse, insufficient education, and a lack of life skills. We have the history, depth, knowledge, skills, and strength as an organization to work effectively and efficiently with a wide range of resident needs and within the full spectrum of affordable and supportive housing. Please see Exhibit 1, LifeSTEPS' List of Communities.

LifeSTEPS' mission is to provide effective educational and supportive services to maximize the strengths of individuals and build resilient communities. Our vision is that every person touched by LifeSTEPS will be empowered with the skills, resources, and support to maintain stable housing, attain self-sufficiency, and break the cycle of poverty. Our overall purpose is to catch children, families, individuals and seniors before they fall into homelessness and to provide them with the tools they need to thrive.

We provide a comprehensive set of social services that includes case management, service coordination, after school programs for children, aging-in-place services for seniors, financial literacy, employment skills, mediation services, health and wellness activities, crisis intervention, individualized and group life skills education and services, green living, food distribution programs, mental health referrals, community activities, fund raising, and eviction prevention through our Client Assistance Safety Net program.

Part 5 – Qualifications and Experience of LifeSTEPS - continued

LifeSTEPS has been at the forefront of developing and delivering resident services to LIHTC communities across the state of California for two decades. LifeSTEPS has developed many of the resident programs and activities that the tax credit industry has come to embrace as the standard for resident services in California. We understand the rules and regulations governing social services at LIHTC developments and have never once had a Tax Credit application rejected for faulty or insufficient documentation of social services. LifeSTEPS regularly provides a variety of specialized services for particular housing agencies, including CTCAC, CDLAC, AHP, HCD, HUD, and many cities across the state. We also provide Family Self-Sufficiency services to the Housing Authority of the County of Santa Clara. Please visit our website at www.lifestepsusa.org for additional background information.

From its inception, LifeSTEPS has provided social services, with service coordination and case management at its core, to all of its residents: family, senior, children, and adult/SRO. We value the bond of trust between service provider and resident, a human relationship of care, with professional boundaries, that often means the difference between housing success and failure. In 2012, the California Housing Consortium recognized LifeSTEPS as Non-Profit of the Year for its leadership in resident services. We currently provide social services to 1,499 low-income housing units in the County of Alameda and have working relationships with many government and non-profit agencies throughout the County.

As important as any other factor we could mention, LifeSTEPS makes collaboration with property owners and property management companies a high priority. Over the years we have developed procedures and policies that ensure a collaborative and complimentary effort with property managers, thereby avoiding resident splitting and turf battles. This cannot be overemphasized: a positive relationship between property management and social services is crucial to the power and impact of resident services. We routinely schedule ongoing meetings with our partners to ensure the highest quality of services to our residents. In addition, we provide monthly written reports to our partners detailing our activities and outcomes. Because accurate reporting and documentation are key components of meeting service requirements, LifeSTEPS has developed a proprietary web-based data collection system for all of our resident services.

Part 5 – Qualifications and Experience of LifeSTEPS - continued

B. Staffing

1. Projected Staffing for Area 1

LifeSTEPS plans on staffing Area 1 services with 2.25 FTE Directors of Social Services (“DSS”), one After School Coordinator staffed at 0.25 FTE, and one VASH Case Manager staffed at 0.25 FTE, with additional regional and licensed clinical supervision time of 0.20 FTE as part of overhead. Note 1: AHA’s new RFP requires a higher FTE than is currently required at the properties (e.g., Rosefield’s increased service needs). Because of this we have proposed an increase of 0.50 FTE from current service levels to meet the current RFP. Note 2: AHA’s current RFP refers to case managers, resident service coordinators and even to a DSS in one place for the on-site affordable housing service staff. For clarity’s sake, we are using the terms “Director of Social Services” or “DSS” because these terms should be familiar to AHA. In form and function, the DSS is the equivalent of a resident service coordinator or case manager. This approach mirrors requirements for case management staffing and oversight in both Los Angeles and Alameda County’s intensive case management programs.

2. Total Number of LifeSTEPS Employees

LifeSTEPS currently employs 212 full-time and part-time Directors of Social Services, After School Program Coordinators, Intensive Case Managers, Supervisors and Administrative staff. In addition, we have consulting contracts with LCSW and LMFT experts for clinical supervision and oversight. Please see Exhibit 2, LifeSTEPS’ Organizational Chart for a clear overview of the relationship between administrative, analytical, management and operations staff members.

LifeSTEPS provides staff members with regularly scheduled, high quality training. Our Director of Community and Resident Services provides weekly training sessions to our Regional Supervisors. Our Regional Supervisors in turn train all their on-site staff members by providing weekly training sessions by telephone and in-person trainings every two months. In addition, we have ongoing training through our LifeSTEPS Training Academy. Our proprietary curricula, forms, and additional training materials are available via our employee only website.

Part 5 – Qualifications and Experience of LifeSTEPS - continued

3. Professional Resumes of Key Principals

Craig A. Gillett - President of the Board, Founder

Craig is an attorney, educator and licensed Marriage and Family Therapist living in Los Angeles. He has been involved with non-profit agencies since 1992, with a focus on homelessness, affordable housing for families and seniors, and mental health issues. At Antioch University Los Angeles, Craig was a core faculty member and the Director of Clinical Training in the Master's Degree Program in Clinical Psychology. Craig also maintains a small private psychotherapy practice in Los Angeles. Craig's contributions to LifeSTEPS include the insistence on high quality service providers and case management services for every resident. Craig states, "we know from experience the crucial role that case management plays in stabilizing housing. We value the bond of trust between service provider and resident, a human relationship of care with professional boundaries that often makes the difference between housing success and failure."

Beth Southorn, M.A. - Executive Director

Beth has been working in the Social Service field since 1991. She has had experience with the mental health population, the aging, the homeless, the incarcerated, individuals in drug and alcohol recovery, domestic violence, and welfare recipients. Her experience in diversity, leadership, and program development has allowed her to form national models of success with vocational rehabilitation and affordable housing service programs. Beth earned her Master's degree in Counseling Psychology from the University of Notre Dame de Namur, and a Bachelor's degree in Psychology from San Francisco State University. Beth continues to enhance and improve the successful model of resident empowerment she created and implemented for various affordable housing communities throughout Northern California.

Beth joined LifeSTEPS in 2001 as a Regional Director of Social Services leading Northern California. Beth has spearheaded the agency's efforts in creating a successful model for delivering social services to affordable apartment communities. Under Beth's leadership, LifeSTEPS now offers comprehensive social services to residents at nearly 370 affordable housing communities throughout the state of California, serving over 36,000 homes and approximately 98,000 individuals.

Bruce Kuban, M.S.M.F.T. – Director of Supportive and Health Services

Bruce has the primary responsibility of providing quality assurance, compliance and oversight to several special projects contracted by LifeSTEPS to provide social and supportive services to residents living in affordable permanent housing. Two such projects include the Family Self Sufficiency program with the Santa Clara County Housing Authority and supervision of intensive case management services provided to formerly homeless residents now in permanent supportive housing provided through the Los Angeles County Department of Health Services, Housing for Health division. With over 30 years of experience in the field of Social Services, Bruce has worked as a case manager to clients receiving subsidized child care, a Family Resource Center Project

Part 5 – Qualifications and Experience of LifeSTEPS - continued

Manager and 10 years as a middle school counselor. He received his Master’s Degree in Marriage, Family and Child Counseling from Sacramento State University. While now working in an administrative capacity Bruce admits to always having a soft spot in his heart for direct services and face to face to contact with clients so his frequent site visits and opportunities to meet with residents is the continuing fuel that drives his passion to work in the field of service coordination.

4. Professional Resumes of Project Manager and Supervisors

Ann Elias, Director of Community and Resident Services

Ann Elias is a strategic leader with over 25 years of experience in non-profit organizations. She is currently responsible for affordable housing resident services operations at LifeSTEPS, overseeing a team of 180 staff serving nearly 100,000 residents throughout the state of California.

A dedicated educator, she has created and delivered workshops, presentations and programs to optimize human performance and leverage world-class outcomes. Throughout her career she has directed organizational effectiveness initiatives, including talent management, training and development, workforce engagement, diversity and inclusion, performance development, succession planning and is passionate about building interdependent teams to deliver outstanding results.

She has an MBA in Marketing from Webster University and holds certifications as a master trainer, strengths coach and change management professional. Ann has directed collaborative initiatives with diverse key stakeholders to deepen culture and develop talent across large and complex organizations.

Ann has also served as a life coach and consultant. She enjoys collaborative working relationships and empowering people to fulfill their personal mission and life goals.

Belinda Lee, Regional Director

Belinda Lee has worked in the Social Services field for over 30 years, with her career initially focused on homeless children at Shelter Network of San Mateo County. For the past 20 years Belinda has been dedicated in delivering the LifeSTEPS mission to prevent homelessness, empower individuals and build resilient communities. She is currently the Regional Director of Social Services for the Bay Region and is passionate about serving residents with excellence. During her career at LifeSTEPS Belinda has been deeply instrumental in developing and guiding programs and services offered by LifeSTEPS. She is responsible for a team of 18 staff who provide case management, facilitate educational classes and activities and connect residents to important local, state and federal resources. Belinda has also been a pivotal member of the LifeSTEPS leadership team from supporting our older adult population with onsite food distributions to ensuring that families have the proper tools and resources to be self-sufficient. She holds a Bachelor’s Degree in Gerontology from California State University East Bay.

Part 5 – Qualifications and Experience of LifeSTEPS - continued

Candice Williams, Regional Supervisor

Candice Williams began her career with LifeSTEPS in 2017. She currently serves as the Regional Supervisor of Social Services at LifeSTEPS for the Bay Region. She currently supervises twelve employees and her role includes, but is not limited to, overseeing and participating in the food bank, facilitating internal and external training sessions, conducting outreach in the Bay Area communities, and advocating and acting as a liaison for residents while maintaining healthy relationships with community partners and employees.

Candice previously worked as a case manager for the family self-sufficiency program currently known as the FSS program, with the Santa Clara County Housing Authority. Her main focus was to help residents create and achieve attainable goals to become self-sufficient within the areas of health and wellness, budgeting, credit repair and pursuing higher education. She was also responsible for collaborating with local non-profits and government agencies to ensure safe transitions for each client.

Candice received her Bachelor of Arts in Psychology from Holy Names University and is currently pursuing her Master of Social Work from California State University, East Bay in Hayward, CA.



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Part 6 – Proposed Approach

A. Overall Approach to Services for Areas 1, 2, 3 and 4

As an overview, LifeSTEPS’ field staff is organized much like a property management company, with a Director of Community and Resident Services overseeing Regional staff members (RDSS’s), who in turn oversee on-site Directors of Social Services (DSS’s), Case Managers for FSS (CM’s), and After-School Coordinators (ASC’s). In the City of Alameda, we have a Director of Community and Resident Services overseeing all staffing and resident services throughout California, an RDSS for Alameda who would oversee services and on-site staff members at the Housing Authority’s properties, and the on-site DSS’s delivering services at each property or group of properties. [AHA’s current RFP refers to case managers, resident service coordinators and even to a DSS in one place for the on-site affordable housing service staff. For clarity’s sake, we are using the terms “Director of Social Services” or “DSS” because these terms should be familiar to AHA. In form and function, the DSS is the equivalent of a resident service coordinator or case manager.] Please see Exhibit 2, LifeSTEPS’ Organizational Chart for an overview of our staffing hierarchy.

For Area 1 family and senior sites, we will assign 2.25 FTE DSS’s with a minimum of three years’ experience to deliver resident services, including case management, service coordination, and educational classes, one VASH Case Manager staffed at 0.25 FTE, and a 0.25 FTE ASC for Rosefield Village, which requires a 10 hour per week After School Program. (For Area 1, AHA’s new RFP requires a higher FTE than is currently required at the properties. Because of this we have proposed an increase of 0.50 FTE to meet the current RFP needs at Rosefield.) We will assign one or more of our other local DSS’s to participate in delivering referrals and counseling by telephone to Area 2 participants. For Area 3, we are very confident in our ability to participate successfully with the Housing Authority in the CTCAC/CDLAC application process. We can readily provide the Housing Authority and CTCAC/CDLAC with memoranda of understanding, proof of experience, and all other necessary documents to obtain the full 10 points required for resident services under current or future CTCAC/CDLAC regulations. Please see the Area 3 service proposals below for more specifics regarding services at North Housing and AUSD. For Area 4, we would hire a Case Manager to administer and provide services to the FSS clients.

Description of Work Processes - continued

B. Specific Approach to Services for Areas 1 and 3:

As appropriate in each of Areas 1 and 3, LifeSTEPS' on-site DSS will focus on oversight of resident services; resource development; service reports; liaison work with property management and ownership; and providing direct services such as case management, service coordination, crisis intervention, educational classes, after-school programs (if requested), mediation and social events. The DSS will maintain regular, posted office hours for both scheduled meetings and drop in hours to address individual resident concerns. These office hours will also be available for resident mediations and regular discussions with property management staff. The DSS will schedule and teach educational classes and plan and implement social activities to build community among the residents. The DSS will also conduct a needs assessment process during the first few months after lease up to gather information from the residents as to what services they desire. The DSS will provide property managers and residents with his or her cell phone number so that during regular business hours, even when the DSS is off-site, residents can get prompt attention when issues arise.

A typical service plan for a family affordable housing site might look like the one below. Of course, each site's service plan will differ depending on the population and the specific resident needs of the community.

Project Name: Affordable Family Apartments

Location & Type: Alameda, CA - Multi-Family

Name of General Partners: Owner and MGP

Required Services per Regulatory Agreement: Service Programs are required through CTCAC, CDLAC and Bond Regulatory Agreements. The property owner, Affordable Family Apartments, LP, is committed to providing professional, appropriate social services to the residents of the property. Services, provided at no cost to all residents at the Property, shall include: service coordination, an after-school program for school age children, educational classes for adult, and enrichment activities.

Monitoring Agencies: CDLAC Regulatory Agreement: California Tax Credit Allocation Committee (CTCAC)

General Program Description:

LifeSTEPS' mission is to provide educational and social service programs to residents of affordable and supportive housing communities, with a focus on life skills training, education and supportive services for children, adults and seniors. LifeSTEPS shall provide appropriate Social Services to residents at this property designed to meet the needs of the residents and to meet the requirements of the Regulatory Agreement governing social services at the property. The interactions between the social service provider and the residents are confidential and case notes are not shared with the property owner or property management. LifeSTEPS shall develop its programs based

Description of Work Processes - continued

on a thorough needs assessment process. At each of its properties, LifeSTEPS provides as part of its regular services the following: coordination of programs and activities, case management, mediation, counseling, enrichment programs and referral and information services for the residents. It should also be noted that any success in providing services to the residents has been due largely to the concerted efforts of ownership, property management, funding sources, residents, community agencies and the social service provider. It truly does “take a village.”

PROGRAMS TO MEET THE REGULATORY AGREEMENT

1. SERVICE COORDINATION (including Case Management):

Service Coordination

LifeSTEPS will assign to this property a Director of Social Services, a professional social worker with a Bachelor’s degree and work experience in the field, and an after-school coordinator. The Director of Social Services provides long-term support with regular visits to the property and availability by telephone. He or she becomes part of the residential community, building a lasting relationship with the residents and the property management staff. This allows the Director of Social Services to meet the unique needs of each property and the individuals who live there. Addressing individual needs is the first step in building a strong and healthy community.

The LifeSTEPS Director of Social Services is responsible for all service coordination. This includes interfacing with local agencies to maximize their effectiveness to residents. For example, LifeSTEPS educates residents about food bank resources, rental assistance programs and the medical benefits application process. In addition, the Director of Social Services regularly connects with the Property Manager to ensure that educational classes, social activities and case management work orders are effectively managed. The goal of each LifeSTEPS program and activity is to foster a sense of community among the residents while supporting each individual within the community. It is our desire that residents move forward in their lives. Our social workers are trained to intervene in difficult circumstances such as domestic abuse, mental health problems, or threat of eviction.

Goal: The goal of each LifeSTEPS program and activity is to foster a sense of community among the residents while supporting each individual within the community.

Objective: to stop the cycle of poverty, intervene and prevent domestic violence situations, create long-term residency.

Days of the week: Programs and services vary depending on the individual needs at each property.

Description of Work Processes - continued

Social Service Days

Social Service Days are a walk-in opportunity for residents to meet one on one with LifeSTEPS staff. On Social Service Days, LifeSTEPS conducts on-site office hours to address any individual needs of the residents. On these days, LifeSTEPS provides, among other things, case management, job search help, referral information, and budget counseling to the residents. Social Service Days are scheduled in advance, and dates and times are posted prominently. LifeSTEPS also seeks to empower resident volunteers who have experience in social services to assist other residents.

Goal: *To assist the residents with any individual needs they may have so that they can continue to live and thrive in the affordable housing community in which they are living.*

Objective: *To increase resources for the residents and to increase resident participation.*

Days of the week: *Social Service Days are offered a minimum of three times a month, depending on resident needs. [Case Management, however, is available on an as needed basis, year around, Monday through Friday, during regular business hours.]*

Case Management

Case Management services provide easy and quick access to trained professionals for individual problems that may arise for residents. Case management work is monitored by a work order system that helps property management and LifeSTEPS communicate together effectively and to ensure that residents with issues do not get overlooked. Again, most information given to the LifeSTEPS' staff by residents is held in confidence and is not shared with management.

Goal: *The goal of this program is to provide to residents (whether referred by property management or self-referred) social service assistance such as referral information, case plans, rental assistance, assistance with obtaining governmental entitlements, encouragement, etc.*

Objective: *The objectives are to enable each resident the ability to increase their self-determination, self-sufficiency, and decision-making skills. Tasks and goals are developed for each case plan and residents must meet specific tasks at the assigned times.*

Days of week classes conducted: *Available by telephone or appointment during business hours Monday through Friday.*

Description of Work Processes - continued

Mediation Services

Goal: The goal of this program is to assist residents and management to communicate clearly, explore solutions to conflict, and produce a plan for how conflict will be resolved. This service is offered for conflicts between residents, as well as for resident conflicts with property management.

Objective: The objective is to maintain housing and increase the communication and conflict resolutions skills of the residents. It also provides the opportunity to ensure that a third party assists with a fair resolution of conflicts.

Days of week Mediation offered: Available during business hours Monday through Friday, year around.

2. AFTER-SCHOOL ACTIVITIES

LifeSTEPS fosters various After-School Programs for children throughout the year, including regular after-school hours for homework help and educational activities.

After-School Activities: LifeSTEPS will work on its own and with other local non-profits to provide various after-school children's activities throughout the year.

Goal: To maintain and improve a positive academic focus for program participants. To provide a safe and educationally enriched environment for children to access after school hours.

Objective: Solicit participants for the program.

Times for program: 2 hours a day, five days a week, in the afternoon after school ends.

3. EDUCATIONAL CLASSES:

LifeSTEPS has developed a set curriculum of quarterly themed classes, including such subjects as computer training, health and safety, financial management and job seeking skills for residents.

Goal: To provide intellectual stimulation and useful information for the residents. To increase educational opportunities and to create a long-term interest in learning.

Objective: To develop educational classes for the residents and to recruit participants for the program.

Days of the Week: A minimum of one day per week.

Description of Work Processes - continued

4. ENRICHMENT ACTIVITIES:

Health Program

LifeSTEPS seeks to foster regularly scheduled exercise classes, healthy living programs, and food programs for the residents.

Goal: To increase overall health and wellness of residents with focus geared toward early prevention of illness and management of chronic conditions. LifeSTEPS seeks to develop an array of these activities for all residents.

Objective: To build the health program by assuring availability of exercise classes and health curriculum.

Days of the Week: Exercise Classes: To be determined through needs assessment. Goal for Health Curriculum: At least one class every other month focusing on healthy living topics.

Financial Program

LifeSTEPS seeks to provide presentations on financial issues of interest to the residents. In addition, we address financial topics with the residents one-on-one. LifeSTEPS will provide budget counseling to residents on an individual basis. LifeSTEPS also links residents to existing programs and government entitlements to help them improve their income and reduce their monthly expenses.

Goal: To help residents reduce their expenses and access services and entitlements so that they can live within their means as successfully as possible.

Objective: To outreach to the residents and to find resources to help the residents with their budgets. We will also endeavor to find presentation topics and group learning experiences that the seniors will find worthwhile.

Days of the Week: Budget Counseling: During business hours, Monday through Friday, year around.

Social Activities

LifeSTEPS seeks to foster an array of social activities for the residents, which at other similar sites include a Resident Council, Pot Lucks, Social Clubs, Games, Movie Night, Birthday Celebrations, Journal Writing, Bingo, Cloths Closet and Crafts. Other activities include Entertainment, Fundraising for Charitable Donations and various other activities such as gardening. These activities will change over time, but there are always multiple activities going on at any one time. The social activities for the residents are always well attended and appreciated.

Goal: To combat resident isolation, to increase social contact, to stimulate mental and physical activity, to build a cohesive community and to have fun.

Description of Work Processes - continued

Objective: Maintain momentum and support for social activities.

Days of the Week: All days of the week.

Upon starting at a new property, LifeSTEPS conducts a thorough needs assessment of the residents and repeats this process every other year thereafter. We disseminate a questionnaire, conduct resident meetings, and go door-to-door to talk directly with the residents to learn what it is that they need and want in terms of resident services. Each AHA property LifeSTEPS currently serves was surveyed in 2020 and a comprehensive service plan was developed based upon those results. Once the rehabilitation is complete on Rosefield Village, and residents have moved back in, LifeSTEPS will conduct a thorough needs assessment of the residents, and based on the results of the needs assessment, LifeSTEPS will then design a service plan specifically suited for the community. LifeSTEPS and property management will also maintain a suggestions box where residents can request additional services or changes to the property's administrative policies, with or without identifying themselves. LifeSTEPS will maintain an open door policy and convey to residents publicly and privately that they have the right to complain and make suggestions for changes in services at the property.

LifeSTEPS and property management staff will meet bi-weekly to discuss individual resident needs and community issues so that problems related to resident services can be addressed quickly and effectively. Property managers will also have a work order system with LifeSTEPS that allows property management to flag issues and/or request a DSS home visit when residents are in need of assistance. Once property management has requested assistance for a particular resident, LifeSTEPS will coordinate interventions with the property managers without disclosing confidential personal or medical information unless the resident signs a written release allowing such disclosures.

LifeSTEPS will provide a rich array of educational classes for residents designed specifically for adult and senior residents of low-income housing. LifeSTEPS also encourages residents to volunteer to lead resident classes and activities. Across our portfolio of properties, residents regularly lead activities such as Pot Luck meals, Bingo, exercise classes, book clubs, and various other hobbies in the community center.

LifeSTEPS utilizes professional curriculum developed by credentialed teachers in both our Educational Classes for Adults and After School Programs for children. Our resident children and at-risk youth will have opportunities to explore their creativity, improve academically and acquire essential social skills. ASP activities range from homework assistance, arts and crafts, educational games, reading circles, computer use (where accessible), healthy snacks, age-appropriate instruction in remedial life skills and our Summer Reading Program. LifeSTEPS incorporates anti-bullying curriculum into our sessions and activities. LifeSTEPS also offers a Teen Club geared towards career

Description of Work Processes - continued

exploration, higher education opportunities and independent living skills at least twice per month.

Regarding cultural specificity, LifeSTEPS will seek to hire culturally specific DSS's for its on-site staff members. We believe that matching DSS skill sets to resident populations is key to the success of resident services. This will include the DSS's work experience, language skills, cultural and ethnic sensitivity, and a thorough knowledge of low-income residents' strengths, resources and needs. Many of our DSS's are bilingual. Across our portfolio of properties, LifeSTEPS' staff is fluent in a wide variety of languages, including English, Spanish, Mandarin Chinese, Cantonese Chinese, Armenian, Vietnamese and American Sign Language. In any case, we will conform with AHA's requirement to provide written translations in Spanish, Vietnamese, Tagalog, and Chinese. Language and translation services provided by AHA are greatly appreciated.

Services and Hours per Properties for Area 1

Property	Unit Count	Type	LIHTC	In Service	Hours/Month
Anne B Diament	65	Senior		Current	20
Independence Plaza	186	Senior		Current	70
China Clipper	26	Family		Current	10
Eagle Village	36	Family		Current	12
Esperanza	120	Family		Current	50
Everett Commons	20	Family	Y	Current	56
Littlejohn Commons	31	Senior	Y	Current	48
Parrot Village	50	Family		Current	25
Parrot Gardens	8	Family		Current	
Rosefield Village	92	Family	Y	2022	173.33
Scattered Sites	34	Both		Current	12
TOTAL	668				476.33

Specific hours and services provided will meet the requirements of the RFP and are summarized below:

- Anne B Diament, 20 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Independence Plaza, 70 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.

Description of Work Processes - continued

- China Clipper, 10 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Eagle Village, 12 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Esperanza, 50 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Everett Commons, 56 hours per month to include a minimum of 86 hours per year of service coordination, a minimum of 84 hours per year of educational classes, a minimum of 10 hours per week of case management to support the five VASH voucher holders and other residents struggling to maintain housing, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Littlejohn Commons, 48 hours per month to include a minimum of 67 hours per year of service coordination, a minimum of 84 hours per year of educational classes, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Parrot Village and Parrot Gardens, 25 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Rosefield Village, 40 hours per week to include minimum of 10 hours per week After School Programming, 30 hours per week of service coordination, a minimum of 84 hours per year of educational classes, case management services for the 18 units designated as extremely low income, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Scattered Sites, 12 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.

In addition, LifeSTEPS commits to continuing to conduct annual emergency preparedness exercises; make referrals to Adult Protective Services and Child Protective Services as necessary; manage other service partners and property/community resources for residents such as Alameda Food Bank, Alameda Transit District, Boys and Girls Club, etc.; develop relationships with local social service providers; attend social services forums as appropriate; meet all local health ordinances; supply PPE to staff; attend all required AHA trainings; utilize a variety of platforms to communicate with residents; and participate in tenant meetings.

Description of Work Processes - continued

C. Specific Approach to Services for Area 2:

As described above, LifeSTEPS will already have in place the structure and staff in Alameda to perform the AHA assigned phone counseling and information referral services to be performed in conjunction with Area 1 services. The community resources and relationships in the City already exist, and they will be made available for Areas 1, 2 and 3 residents. Within 24 hours of AHA notifying LifeSTEPS' staff of a resident or client referral, LifeSTEPS will make contact with the client by telephone to either discuss the issues at hand or to schedule a more convenient time to talk. LifeSTEPS' DSS will collect necessary information, evaluate the client need, assist the client to organize and analyze his or her available options, provide referral information, follow up to assess the success of the outcome, develop a back up plan if necessary, and document the case and result. All of this can be performed using LifeSTEPS proprietary, web-based reporting system.

D. Specific Approach to Services for Area 3:

We have prepared resident service proposals for both North Housing and AUSD below. The proposals are geared to the property population and to garnering maximum points for social services in the tax credit regulations. These are just examples. There are many other possible permutations of service combinations that could work at both sites. Also, prior to submittal to CTCAC/CDLAC, we would need the number of bedrooms for each development to properly compute the correct number of individualized health and wellness hours required to be awarded full service amenity points. All incidental supplies, such as paper, pens, printer toner, and snacks for resident activities are included in the service fee. We present below one resident service proposal for North Housing, the senior site, and two different service proposals for AUSD, the family site.

Property	Unit Count	Type	LIHTC	In Service	DSS Hours per Month	ASC Hours per Week
North Housing Phase	63	Senior	✓	2025	30	n/a
AUSD – Proposal 1	30	Family	✓	2026	25	10
AUSD – Proposal 2	30	Family	✓	2026	25	n/a

Description of Work Processes - continued

Social Services Proposal: North Housing Phase, 63 Senior Units

Life Skills Training and Educational Programs, Inc. (LifeSTEPS) will provide on-site social services for a fee of \$1,900 per month (\$22,800 per year total). LifeSTEPS is a fully insured, professional agency with a twenty-year history of providing quality services to residents of affordable and supportive housing. The California Tax Credit Allocation Committee (CTCAC) recognizes LifeSTEPS as an experienced, bona fide provider of resident services. Below is a description of services for the Community:

- A Director of Social Services (DSS) dedicates thirty hours per month to organizing and implementing programs and activities at the property, as well as providing case management, resource development, crisis intervention, and educational classes. The DSS is an educated and trained professional, with a BA degree and work experience in the field. The DSS provides ethical and professional development and oversight at the property as well as direct services.
- Educational Classes are held a minimum of two times per month with a set yearly curriculum that includes such topics as computer training, senior vocational skills, nutrition, health and safety, financial management, exercise, and leadership training (minimum of 84 hours per year).
- Health and Wellness Services and Programs (individualized) are available throughout the month and include such services as Crisis Intervention, Practical Counseling & Emotional Support, Cleanliness & Hygiene Assessment, Eviction Prevention, Government and Insurance Entitlements, and Physical and Mental Health Assessments (minimum of 60 hours per year per 100 bedrooms).
- On-Site Service Coordination and Case Management are available for residents a minimum of three days per month, and the DSS is available by telephone Monday through Friday during business hours. These services form the cornerstone of our program, providing important one-on-one direct assistance for residents. Case management is used to help senior residents with individual needs such as accessing governmental and non-profit assistance, eviction prevention, budgeting, and establishing in home supportive services.
- Crisis Management is performed when serious issues of domestic violence, dementia, drug and alcohol abuse, mental illness, and other critical issues arise. The DSS is trained to deal with issues that are often beyond the scope of training for most property managers. The everyday availability of the DSS to deal with individual resident needs helps residents maintain their housing, prevents property managers from burning out, and keeps the property running more smoothly overall by addressing crises professionally and effectively.
- Mediation Services are available by appointment. The purpose of this service is to remedy problems between residents and between residents and property managers quickly and effectively, often teaching conflict resolution skills to residents in the process.
- Social Activities for the residents are designed to build community among the residents, leading to less turnover. We have created a successful Senior Activities Committee Model where seniors are trained and coached to develop activities they are interested in doing and leading.

Description of Work Processes - continued

- We produce bi-monthly Social Service Reports documenting all social services on the premises for ownership, property management, and regulatory agencies.

Social Services Proposal 1: AUSD, 30 Family Units, with After School Programming

Life Skills Training and Educational Programs, Inc. (LifeSTEPS) will provide on-site social services, including an after-school program, for a fee of \$2,900 per month (\$34,800 per year total). LifeSTEPS is a fully insured, professional agency with a twenty-year history of providing quality services to residents of affordable housing. The California Tax Credit Allocation Committee (CTCAC) has recognized LifeSTEPS as an experienced, bona fide provider of resident services. Below is a description of services:

- A Director of Social Services (DSS) dedicates twenty-five hours per month to organizing and implementing programs and activities at the property, as well as doing case management, crisis intervention, and educational classes. The DSS is an educated and trained professional, with a BA degree and work experience in the field. The DSS provides ethical and professional development and oversight at the property as well as direct services.
- An After-School Program for children is held a minimum of 10 hours per week, staffed by an on-site after-school coordinator. Community volunteers will be recruited to augment the program. The program is professionally run and provides homework help, tutoring, and instruction (minimum of 10 hours per week).
- Educational Classes are held at least two times a month with a set yearly curriculum that includes such topics as computer training, financial literacy, job seeking skills, and resume building (minimum of 60 hours per year).
- On-Site Service Coordination and Case Management are available for residents a minimum of three days per month, and the DSS is available by telephone Monday through Friday during business hours. These services form the cornerstone of our program, providing important one-on-one direct assistance for residents. Case management is used to help residents with individual needs such as accessing governmental and non-profit assistance, eviction prevention, budgeting, and resumé writing.
- Crisis Management is performed when serious issues of domestic violence, drug and alcohol abuse, mental illness, and other critical problems arise. The DSS is trained to deal with issues that are often beyond the scope of training for most property managers. The everyday availability of the DSS to deal with crises professionally and effectively relieves stress from property managers and keeps the property running smoothly overall.
- Mediation Services are available by appointment; the purpose of this service is to remedy problems between residents and between residents and property managers quickly and effectively, often teaching conflict resolution skills to residents in the process.
- Social Activities for the residents are designed to build community among the residents, leading to less turnover and vandalism.
- We produce monthly Social Service Reports documenting all social services on the premises for ownership, property management, and regulatory agencies.

Description of Work Processes - continued

Social Services Proposal 2: AUSD, 30 Family Units, with individualized Health and Wellness Programs and Services

Life Skills Training and Educational Programs, Inc. (LifeSTEPS) will provide on-site social services for a fee of \$1,900 per month (\$22,800 per year total). LifeSTEPS is a fully insured, professional agency with a twenty-year history of providing quality services to residents of affordable and supportive housing. The California Tax Credit Allocation Committee (CTCAC) recognizes LifeSTEPS as an experienced, bona fide provider of resident services. Below is a description of services for the Community:

- A Director of Social Services (DSS) dedicates twenty-five hours per month to organizing and implementing programs and activities at the property, as well as providing case management, resource development, crisis intervention, and educational classes. The DSS is an educated and trained professional, with a BA degree and work experience in the field. The DSS provides ethical and professional development and oversight at the property as well as direct services.
- Educational Classes are held a minimum of two times per month with a set yearly curriculum that includes such topics as computer training, vocational skills, nutrition, health and safety, financial management, exercise, and leadership training (minimum of 84 hours per year).
- Health and Wellness Services and Programs (individualized) are available throughout the month and include such services as Crisis Intervention, Practical Counseling & Emotional Support, Cleanliness & Hygiene Assessment, Eviction Prevention, Government and Insurance Entitlements, and Physical and Mental Health Assessments (60 hours per year per 100 bedrooms).
- On-Site Service Coordination and Case Management are available for residents a minimum of three days per month, and the DSS is available by telephone Monday through Friday during business hours. These services form the cornerstone of our program, providing important one-on-one direct assistance for residents. Case management is used to help senior residents with individual needs such as accessing governmental and non-profit assistance, eviction prevention, budgeting, and establishing in home supportive services.
- Crisis Management is performed when serious issues of domestic violence, drug and alcohol abuse, mental illness, and other critical issues arise. The DSS is trained to deal with issues that are often beyond the scope of training for most property managers. The everyday availability of the DSS to deal with individual resident needs helps residents maintain their housing, prevents property managers from burning out, and keeps the property running more smoothly overall by addressing crises professionally and effectively.
- Mediation Services are available by appointment. The purpose of this service is to remedy problems between residents and between residents and property managers quickly and effectively, often teaching conflict resolution skills to residents in the process.
- Social Activities for the residents are designed to build community among the residents, leading to less turnover.

Description of Work Processes - continued

- We produce bi-monthly Social Service Reports documenting all social services on the premises for ownership, property management, and regulatory agencies.

LifeSTEPS' services result in tangible benefits for residents, as well as relief from issues of fair housing, confidentiality, liability, and the inherent problem of conflicts of interest when ownership or property management attempts to perform social services for residents.

E. Specific Approach to Services for Area 4:

For the FSS program, LifeSTEPS would provide monthly evening workshops, two hours each, on self-sufficiency, including life skills discussion groups for FSS participants who are parents, with topics to include parenting, schooling, relationship management and a separate life skills discussion group for FSS participants without children. Topics and resources will be relevant to helping clients successfully reach the goals of their ITSP and to help the Housing Authority reach their Logic Model goals. LifeSTEPS' case manager will also provide limited in person or by phone counseling/information and referrals to FSS clients, as referred by AHA staff.

F. Specific Approach to Services for Area 5:

While LifeSTEPS began as a service provider to residents of affordable housing, since 2010 LifeSTEPS has moved into a wider array of services, including supportive services for mentally ill and formerly homeless individuals and families, NPLH, MHP, VHHP, HUD, Section 8, PBV, VASH, SRO, and MHSA projects. We are currently the lead service provider for 36 communities that serve formerly homeless individuals and families. We provide resident services to 2,209 units of Santa Clara County HUD housing and 4,549 units of Sacramento Housing Redevelopment Agency housing. The Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services have designated LifeSTEPS an approved provider of Intensive Case Management Services for supportive housing communities. We are the lead service agency with DHS for 237 formerly homeless, mentally ill and disabled individuals living in Los Angeles. We are the lead service provider at four one-hundred percent special needs projects in the Inland Empire, Los Angeles and Sacramento areas. Lastly, our social workers regularly deal with the same issues in affordable housing that afflict the chronically homeless: mental disorders, physical disabilities, histories of physical abuse, substance abuse, insufficient education, and a lack of life skills. We have the history, depth, knowledge, skills, and strength as an organization to work effectively and efficiently with a wide range of resident needs and within the full spectrum of affordable and supportive housing. Please see Exhibit 3: LifeSTEPS' List of Supportive Housing Sites.

Description of Work Processes - continued

1. Description of Intensive Case Management Services

LifeSTEPS will offer all special needs community members housing with Intensive Case Management Services (“ICMS”), including a full array of on-site and off-site services from the County’s Full Service Partners (FSP’s). LifeSTEPS’ Intensive Case Manager will be providing direct services for the homeless residents, at levels appropriate to the needs of each resident. LifeSTEPS’ coordination of both onsite and offsite resources will address mental health challenges, both axis 1 and axis 2 disorders, including but not limited to depression, schizophrenia, and anxiety. Co-occurring disorders, with both mental health and substance abuse components, will be addressed through a battery of services offered by and accessed through the FSP’s, where the residents will also establish and maintain a “health home” for wellness and care. Health care needs will be addressed to support wellness and full recovery through the full range of resources provided through LifeSTEPS and the FSP’s. Low-barrier pre-conditions such as sobriety, income or religious participation are not required to receive services. Housing will be affordable and permanent.

The core of supportive services provided to residents of the PSH units is ICMS with individual case management service plans. LifeSTEPS’ ICM will deliver ICMS directly to all of the special needs residents. Individualized service plans begin with a comprehensive psychosocial assessment of the client, which is conducted face-to-face and includes an evaluation of the client’s medical, psychosocial, environmental, legal and financial situation, their education, strengths, needs and available resources. This assessment is conducted prior to placement and on an ongoing basis to monitor the resident’s changing level of needs. These assessments assist in determining the frequency of visits needed for residents and also provide baseline data to monitor stability and progress towards maintaining PSH. At all times, case managers emphasize the client’s engagement in both the planning and delivery of services, while jointly developing the goals by leading the client through the process, utilizing Housing First evidence-based case management techniques including but not limited to motivational interviewing and client-centered counseling. The primary goals of the individual service plans will be to:

- Stabilize these households in housing
- Assist them in securing an income stream
- Address their mental and physical health needs
- Develop educational and employment opportunities and progress
- Address addiction issues through harm reduction techniques

The individualized service plans include the description of the client’s goals, action steps to reach goals, timeframes for completing goals and disposition of each goal as it is met or changed. The plan is updated at regular intervals to reflect progress made and any new needs identified. Psychosocial re-assessments are completed quarterly as are case management service plans. Additional core ICMS services include:

Description of Work Processes - continued

- Physical health care: Physical Health Care Services such as primary health care, dental care, and vision care services for residents will be made available to each resident through Full Service Partners and the resident's existing Health Home. Such services will be available generally within one to five miles from the Property. The ICM will also help each resident to plan his or her route to and from such physical health care facilities. These services will be provided on an as-needed basis.
- Mental health care: Mental Health Services such as psychiatric, medication, individual/family therapy, group therapy, crisis intervention, and support group services for residents will be made available to each resident through Full Service Partners and the resident's existing Health Home. Such services will be available generally within one to five miles from the Property. The ICM will also help each resident to plan his or her transportation route to and from such mental health facilities. These services will be provided on an as-needed basis.
- Substance use services: Substance use services delivered directly by case management staff include individual support using a motivational interviewing approach, individual client meetings that address recovery planning and behavior modification to assist with relapse prevention. Intensive Case Managers also provide interventions through Full Service Partners and the resident's existing Health Home. Such services will be available generally within one to five miles from the Property. The ICM will also help each resident to plan his or her route to and from such substance use facilities such as outpatient and inpatient treatment and with voluntary rehab placement, linking the client to the level of substance abuse treatment desired. These services will be provided on an as-needed basis.
- Benefits counseling and advocacy: LifeSTEPS' ICM will assist tenants to secure government benefits for which they are eligible, such as Supplemental Security Income (SSI), SDI, and CalFRESH/SNAP, including collecting documentation and making appeals. These services will be provided on an as-needed basis.
- Education Services: Residents will be offered individualized focus on education and career goals by LifeSTEPS' staff. LifeSTEPS will provide assistance identifying and applying for educational financial aid programs such as GI Bill benefits and financial aid assistance and scholarships. College and vocational education programs will be explored on an individual basis and appropriate application assistance will be provided. In addition, LifeSTEPS ICM will meet one-on-one with residents to coach, support and follow up on the process of seeking and obtaining educational goals.
- Employment Services: Residents will be offered individualized focus on employment counselling and career goals by LifeSTEPS' staff. Individual attention will occur during regular meetings with each resident depending on resident need. LifeSTEPS will also provide on-site educational classes in such subjects as Job Search, Resume Writing, Computer Training, and Interviewing Skills. In addition, Classes are held at least twice per month and change every three months to keep learning alive and vibrant. LifeSTEPS staff will meet one-on-one with residents to coach, support and follow up on the process of seeking and maintaining employment and job training.

Description of Work Processes - continued

- Other Tenancy Support Services: Services will include, but not be limited to, provision and coordination of a broad array of life skills training as needed or requested by the resident. Typical life skills training will include financial literacy, household maintenance, basic nutrition and cooking, laundry, travel training, and interpersonal communication and relationship issues. In addition, LifeSTEPS' professionally developed curriculum covers many life skills topics. These classes are held at least twice per month and change every three months to keep learning alive and vibrant. Linkages to community based organizations will be provided through warm hand-off referrals and case management follow up.
- LifeSTEPS routinely seeks to partner with local food banks and agencies that provide food commodities and meal services on a monthly basis. In addition, ICMS staff will assist residents with benefit advocacy to obtain programs such as SNAP and/or TANF support on an as-needed basis.

On a continuing basis, ICMs work to assess the effectiveness of the individual case management service plan and how well it is addressing the needs of each special needs resident. LifeSTEPS collects and reports all data by using the Homeless Management Information System ("HMIS") or Coordinated Entry System ("CES"), depending on the agency funding supportive services. Data is collected at baseline (during admission and intake), and throughout residents' tenancy. Detailed case file records are maintained to track the progress of residents and to determine whether they are meeting their individual case management service goals. The data collected is used to effectively evaluate and determine progress, performance, and expected outcomes. These case management service plans are reviewed by supervisors and updated regularly. All plans are subject to quality assurance reviews at regular intervals. As discussed further in this plan, LifeSTEPS' staff will be using the Home Good Standards of Excellence to measure residents' housing and service outcomes.

2. Staffing Plan and Budget

For a 100% special needs project, with 50 units designated for HomeKey-eligible individual adult residents, LifeSTEPS would estimate 2.50 FTE case managers, a 0.20 FTE program manager and 50 hours per year of clinical supervision, for a total of \$325,000 per year for all services.

LifeSTEPS' Evidence-Based Practices are the foundation of our programs and services, ensuring all services delivered to residents are developed to accommodate potential cultural, trauma-based, and disability related barriers to services. LifeSTEPS considers the unique needs of our special needs residents and provides educational and community support, creating safe and welcoming spaces in transitional and supportive housing. Utilizing the Housing First Model, service plans that acknowledge and respect the resident's personal history are developed and staff consistently examine housing spaces, food, printed materials and personal care items for cultural relevance.

Description of Work Processes - continued

LifeSTEPS' staff is well trained in understanding the specific cultural needs and issues of all individuals and families currently living in poverty, including the formerly homeless population. Services provided are culturally appropriate and specific to the homeless and low-income populations, as well as many different linguistic and cultural backgrounds, including sexual orientation, gender identities, and gender expressions. Significant training is provided to staff that includes cultural competency, diversity and conflict resolution, as well as interpersonal and cross-cultural communication through our Training Academy, policies and procedures, weekly training calls, and in quarterly in-person trainings. In addition, we routinely enroll our ICMS staff in the training module "Cultural Diversity" offered by a leading Homeless Health Care Agency. Staff includes formerly homeless individuals as well as those who are enjoying on-going recovery from chemical dependency and mental illness. Translation and interpretation services for languages other than those stated above are available through partner agencies and technology. In addition LifeSTEPS will provide accommodations for individuals with sensory disabilities.

As part of LifeSTEPS' Housing First philosophy, our staff are trained to utilize a harm-reduction approach to dealing with potentially self-destructive behaviors such as drug and alcohol use. This philosophy recognizes the potential of drug and alcohol use and addiction as part of a resident's life and trains staff to engage in nonjudgmental communication regarding substance use. Educational materials are offered to help mitigate risky behaviors and engage in safer practices. If the resident chooses, LifeSTEPS staff will connect the resident to evidence-based treatment opportunities.

LifeSTEPS' staff is trained on harm reduction practices within 90 days of hire, prior to lease up and on an ongoing basis by supervisors. In-person or on-line training similar to that provided by the US Department of Housing and Urban Development entitled HUD Curriculum: Preventing and Managing Conflict & Crisis (<https://www.hudexchange.info/resources/documents/SHPCrisisConflict.pdf>).

Training includes (1) Strategies for Crisis Prevention including knowing our own response, observation and assessment skills to predict conflict, vehicles for communication and the rolls of staff (2) Responding to physical conflicts including overview of the assault cycle: triggering phase, escalation phase, crises phase, recovery phase and post crisis and the corresponding interventions at each stage (3) Conflict/Crisis Case studies that focus on acute vs. non-acute situations, voluntary vs. Involuntary hospitalizations, suicide crisis, psychiatric decompensation, medical crisis, substance-induced crisis and house rule and lease violations and finally, programmatic interventions.

Description of Work Processes - continued

3. Years of Experience

LifeSTEPS has been providing supportive services to individuals who qualify as “Homekey target populations” since 2010 as delineated in our Exhibit 3, List of Supportive Housing Sites.

4. Collaboration with Property Management

LifeSTEPS is an active proponent of the “Housing First” model and is dedicated to providing the maximum effort possible in assisting residents to follow leasing rules and avoid eviction. When leasing issues that might endanger a resident’s ability to maintain their housing become known, LifeSTEPS staff works closely with property management staff, the resident, and other involved service provider partners to help resolve issues that threaten housing stability. LifeSTEPS staff may arrange for joint case conferencing with the resident and property management staff to discuss issues, identify solutions, and assign action steps to resolve threats to housing. Potential warning signs of lease violations may be identified early on through regular contact with residents, casual staff observations, as well as collaborative efforts and discussions between property management staff and LifeSTEPS’ staff. These early intervention strategies may act as a deterrent to future lease violations. If residents should become delinquent in rent or have multiple housekeeping issues brought to the attention of LifeSTEPS staff as potential lease violations, staff will supplement individual resident services already in place so as to strengthen support and avoid a lease violation leading to eviction. The implementation of these additional services is geared toward helping clients address issues that may put them at risk of eviction. LifeSTEPS and property management staff will work together to educate residents about the issues presented and together as a team will create a plan to assist the resident in coming back into lease compliance. It is hoped that property management staff will allow for flexibility in negotiating a plan that assists the resident in catching up on late rent payments and resolving lease violations. LifeSTEPS’ staff is trained in how to assist in tenant retention during periods of resident substance use; periods of hospitalization that might affect timely rent payments; privacy and confidentiality of residents; assisting with appropriate communication between property management and service providers to preserve tenancies; ensuring safety and security of staff and residents; and appropriate responses to resident crises. LifeSTEPS also has a unique Client Assistance Program utilizing funding secured from private donors, foundations, and corporations to help stabilize and prevent loss of housing for residents. These funds allow, at times and with constraints, LifeSTEPS to provide emergency rental assistance to individuals and families, thus allowing them to maintain housing while looking for a job, recovering from an illness and cutting expenses. Property management will need to be committed to clear, fair and consistent enforcement of lease violations and visitor policies; on-site smoking ordinances; reliable and responsive building maintenance and tenant maintenance requests; support and development of good relationships between staff and tenants, the surrounding community and first responders; and clear policies regarding zero tolerance for violence

Description of Work Processes - continued

or damage to property. All of these policies are written into our Policies and Procedures Manual and are reinforced in training and supervision meetings with staff.

5. Staff Licensure

Craig Gillett is a licensed Marriage and Family Therapist. Many of our staff and supervisors hold master's degrees in Social Work or Psychology. We also hire licensed LMFT's and LCSW's to provide clinical supervision. Currently, Brittany Dennis, LCSW is providing clinical support to ICM's throughout the ICMS portfolio.



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Part 7 – Customer Service

A. Key Contacts for Problem Resolution

Key Contacts:

- Primary Contact: Ann Elias, Director of Community and Resident Services, 916-969-8479, Ann@LifeSTEPSusa.org
- Secondary Contact: Beth Southorn, Executive Director, 916-730-8721, Beth@LifeSTEPSusa.org

While Ann and Beth are always available to step in, we have a protocol in place for the low-level issues that arise on site regularly. In these cases, when minor problems arise, we ask that the issue be elevated through the appropriate levels, following the mutually agreed upon protocol we establish with property management companies in advance (JSCo and others are of similar minds on the subject). In other words, if property management is having an issue with LifeSTEPS' staff or a resident, we ask that the property manager first try to work this out with the LifeSTEPS' staff member on site. If this is unsuccessful, the issue would be elevated to LifeSTEPS' supervisors who would in turn work to resolve the issue with on-site or regional property management staff. If our supervisor is unsuccessful, our Director of Community and Resident Services would step in and try to resolve the problem. Our Executive Director, Beth Southorn, is always available to help mediate situations if our supervisors and Director of Community and Resident Services are unsuccessful.

Part 7 – Customer Service - continued

B. LifeSTEPS' Philosophy in Serving Vulnerable Populations

The STEP in LifeSTEPS stands for 'Skills Training and Educational Programs' and this is the heart of our mission. We believe community development is built 'One STEP at a time.' Our vision is that every person served by LifeSTEPS will be empowered with the skills, education, resources, and support to maintain stable housing and break the cycle of poverty.

Our founders believe that building affordable housing is only the first step. It is also essential to provide meaningful programs that empower people to move forward in their lives. LifeSTEPS believes that affordable and supportive housing, with meaningful and effective Housing First resident services, offer the best chance available to help the homeless stay housed and to keep our low-income workforce stable, healthy and thriving. Our approach to services is to address both individual and community needs to maintain stable housing. With a combination of service coordination, case management (for those in need of more consistent attention), and crisis intervention, we are ready to address individual resident needs quickly and efficiently. With group educational classes, mediation services and social events, we support the community as a whole to feel invested, connected, and safe in their homes and with their neighbors. We know from experience the crucial role that service coordination and case management play in stabilizing housing.

We value the bond of trust between service provider and resident, a human relationship of care, with professional boundaries, that often means the difference between housing success and failure. Evidence-based techniques including but not limited to Critical Time Intervention, Trauma-Informed Care, Motivational Interviewing, Voluntary Moving-on Strategies, Peer Support, and Harm Reduction Techniques are utilized throughout our programs and services and are included in all aspects of our comprehensive staff training program.

Part 7 – Customer Service - continued

C. Resolution of Issues Brought Forth by AHA

When AHA raises a concern, we will work immediately (within 24 hours) with the key individuals involved to determine the facts of the situation so we can get to the root cause of the issue. We will also be assessing the level of urgency and applying our triage plan, as discussed below, to make sure we are applying staffing resources appropriately. After assessing the situation carefully, we will then provide ideas and resources to implement the best solution possible as quickly as possible. Once a solution has been implemented, we remain committed to evaluating the outcome and making appropriate adjustments if needed. During this process, if a resident is involved, we will obtain a Release of Information so we can then discuss the matter directly with AHA, seeking feedback and final resolution. We understand the need to be flexible and adapt within the scope of our role as service provider. We are dedicated to serving residents and the AHA team with excellence.

We currently have a very strong partnership with AHA, and when something needs to be addressed, we collaboratively approach the problem by listening, engaging and acting with efficiency and effectiveness to solve the issue. LifeSTEPS has adopted the Oz Principles as a guiding initiative to ‘see, own, solve and do’ when it comes to problem solving and overcoming barriers. This means that LifeSTEPS staff are dedicated to rising above circumstances and demonstrating the personal and collective accountability necessary to achieve the desired resolution.

D. Method for Triageing Resident Needs

When the LifeSTEPS team receives numerous requests for services, we have a triage plan in place that filters the issues down to staff assigned to the AHA properties. The appropriate DSS is identified, and the number of current active cases are accessed. Referrals are prioritized based on the immediacy of need and the danger present, i.e., violence, food, mental health, physical health, rental assistance, hoarding, etc. After the initial assessment, we determine if the regional and clinical supervisors are needed to provide additional support for caseloads so the top prioritized cases can be the focus for the DSS.

Once an issue has been assigned to a LifeSTEPS’ staff member, they immediately follow up with the resident to provide necessary education, services, resources and support. There are three DSS’s who currently serve at AHA sites, along with Candice Williams, our regional supervisor and Belinda Lee, our regional director, who collectively work together to ensure optimal delivery of affordable housing resident services. All work with residents provided by the LifeSTEPS team is tracked and documented in the LifeSTEPS database. The LifeSTEPS leadership team and staff meet once a month with the AHA team to discuss resident referrals and to follow up with any further services needed to ensure successful outcomes, even when multiple issues arise at the same time.



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Part 8 – Cost Analysis and Budget for Primary Services

For Area 1, this budget assumes Directors of Social Services (aka, affordable housing case managers) at 2.25 FTEs, one After School Coordinator staffed at 0.25 FTE, and one VASH Case Manager staffed at 0.25 FTE. In addition to Payroll Taxes, Worker’s Compensation, Program Insurance, Mileage Reimbursement, etc., we are also including within this overall bid the following: minimal charges for employee training; regional and licensed, clinical supervision at 0.20 FTE; and Program Administration.

While our proposal is in many ways a description of what we are currently providing to AHA, there are a few important distinctions. For Area 1, AHA’s new RFP requires a higher FTE than is currently required at the properties (e.g., Rosefield’s increased service requirements). Because of this we have proposed an increase of 0.50 FTE to meet the current RFP, which does increase the overall fee accordingly. We have attempted to keep any proportional increases from the current fee structure to a minimum. Second, we are including clinical supervision by a licensed LCSW as part of the overall fee, so that our on-site staff at the affordable sites have two tiers of oversight: regional and licensed clinical supervision. This approach mirrors requirements for case management staffing and oversight in both Los Angeles and Alameda County’s intensive case management programs.

LifeSTEPS provides staff members with regularly scheduled, high quality training. LifeSTEPS’ Director of Community and Resident Services provides weekly training sessions to Regional Supervisors. Our Regional Supervisors in turn train all their on-site staff members by providing weekly training sessions by telephone and in-person trainings every two months. In addition, we have ongoing training through our LifeSTEPS Training Academy. Our proprietary curricula, forms, and additional training materials are available via our employee only website. LifeSTEPS also provides bi-monthly, quantitative reports of all programs and activities at the property.

This budget also assumes that LifeSTEPS’ on-site personnel are entitled to the use of office space with telephone, locking file cabinet, desk, a functioning, well maintained computer and printer, Internet access, and a copy machine. There is an assumption that no cost parking is available on-site or nearby.

No travel time is anticipated; no start-up costs for Area 1 or 2 are anticipated if LifeSTEPS is awarded the contract.

PRICE PROPOSAL FORM - For AREA 1 ONLY

Location	Units	LIHTC	In Service	Hours/Month	Year 1			Year 1 Total Annual	Year 2 w/ % Increase	Year 3 w/ % Increase	Year 4 w/ % Increase	Year 5 w/ % Increase	Total 5-year Contract Amount
					Services	Non-Services*	Total						
AUSD	30	Y	2026	?								\$34,800.00	\$34,800.00
Anne B Diamant	65		Current	20	\$1,380.00	\$27.00	\$1,407.00	\$16,884.00	\$17,390.52	\$17,912.24	\$18,449.60	\$19,003.09	\$89,639.45
Independence Plaza	186		Current	70	\$4,830.00	\$27.00	\$4,857.00	\$58,284.00	\$60,032.52	\$61,833.50	\$63,688.50	\$65,599.16	\$309,437.67
China Clipper	26		Current	10	\$690.00	\$27.00	\$717.00	\$8,604.00	\$8,862.12	\$9,127.98	\$9,401.82	\$9,683.88	\$45,679.80
Eagle Village	36		Current	12	\$828.00	\$27.00	\$855.00	\$10,260.00	\$10,567.80	\$10,884.83	\$11,211.38	\$11,547.72	\$54,471.73
Esperanza	120		Current	50	\$3,450.00	\$27.00	\$3,477.00	\$41,724.00	\$42,975.72	\$44,264.99	\$45,592.94	\$46,960.73	\$221,518.38
Everett Commons	20	Y	Current	56	\$3,864.00	\$27.00	\$3,891.00	\$46,692.00	\$48,092.76	\$49,535.54	\$51,021.61	\$52,552.26	\$247,894.17
Littlejohn Commons	31	Y	Current	48	\$3,312.00	\$27.00	\$3,339.00	\$40,068.00	\$41,270.04	\$42,508.14	\$43,783.39	\$45,096.89	\$212,726.45
North Housing Phase	63	Y	2025	?							\$22,800.00	\$23,484.00	\$46,284.00
Parrot Village	50		Current	25	\$1,725.00	\$27.00	\$1,752.00	\$21,024.00	\$21,654.72	\$22,304.36	\$22,973.48	\$23,662.70	\$111,619.27
Parrot Gardens	8		Current										
Rosefield Village <small>NOTE (1) Below</small>	92	Y	2022	40	\$11,959.77	\$27.00	\$11,986.77	\$143,841.24	\$148,156.48	\$152,601.17	\$157,179.21	\$161,894.58	\$763,672.68
Scattered Sites	34		Current	12	\$828.00	\$27.00	\$855.00	\$10,260.00	\$10,567.80	\$10,884.83	\$11,211.38	\$11,547.72	\$54,471.73
Totals						\$270.00	\$33,136.77	\$397,641.24	\$409,570.48	\$421,857.59	\$457,313.32	\$505,832.72	\$2,192,215.35

***Non-Services Expenses Include:**

Laptops - 1 per FTE

Cellphone - 1 per FTE

Office Supplies (monthly)

Other: (please list)

NOTE (1): Rosefield Village is 40 hours per WEEK, not per month, per the RFP Scope of Services. LifeSTEPS has based their price proposal on 40 hours per week, or 173.33 hours per month.



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Part 9 – References

Please feel free to contact any of the below references:

La Shelle Dozier, Executive Director
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Geoff Brown
President
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916-759-2475

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
1	127th Street	Special Needs	Resident Service Coordination (RSC) for Affordable and Supportive Housing	3.29
2	Academy Hall	Multi Family	RSC for Affordable Housing	4.29
3	Acts Cyrene	Multi Family	RSC for Affordable Housing	1.96
4	AHA Scattered Sites	Mixed Use	RSC for Affordable Housing	5.38
5	Alegre	Multi Family	RSC for Affordable Housing	6.12
6	Almaden Family	Multi Family	RSC for Affordable Housing	13.71
7	Amanda Park	Senior	RSC for Affordable Housing	10.12
8	Anchor Village	Special Needs	RSC for Affordable and Supportive Housing	2.54
9	Andalucia Heights	Multi Family	RSC for Affordable Housing	11.04
10	Anne B. Diamant Plaza	Senior	RSC for Affordable Housing	5.38
11	Arbor Creek Family	Multi Family	RSC for Affordable Housing	8.20
12	Arbor Creek Senior	Senior	RSC for Affordable Housing	6.29
13	Arborpoint	Multi Family	RSC for Affordable Housing	8.54
14	Argyle	Multi Family	RSC for Affordable Housing	7.21
15	Arrowhead Vista	Special Needs	RSC for Affordable and Supportive Housing	7.12
16	Asbury Place	Multi Family	RSC for Affordable Housing	0.75
17	Ashford Heights	Multi Family	RSC for Affordable Housing	0.75
18	Avenida Espana Gardens	Senior	RSC for Affordable Housing	9.87
19	Avian Glen	Multi Family	RSC for Affordable Housing	9.87
20	Bartlett Commons	Multi Family	RSC for Affordable Housing	3.37
21	Bel Vue	Multi Family	RSC for Affordable Housing	2.04
22	Bellflower Terrace	Senior	RSC for Affordable Housing	5.55
23	Belmont Meadows	Multi Family	RSC for Affordable Housing	13.87
24	Bendorf Drive	Multi Family	RSC for Affordable Housing	10.96
25	Big Trees	Senior	RSC for Affordable and Supportive Housing; Case Management Services (CMS) for Special Needs Residents	7.78
26	Blessed Rock	Senior	RSC for Affordable Housing	20.87
27	Blossom River Way	Multi Family	RSC for Affordable Housing	10.96
28	Blue Mountain Senior Villas	Senior	RSC for Affordable and Supportive Housing	6.79
29	Bracher Senior	Senior	RSC for Affordable Housing	9.87
30	Bravo Village	Multi Family	RSC for Affordable Housing	5.62
31	Breckenridge Village	Multi Family	RSC for Affordable Housing	0.75
32	Broadway Manor	Multi Family	RSC for Affordable Housing	7.87
33	Broadway Villas	Senior	RSC for Affordable and Supportive Housing; Intensive Case Management Services (ICMS) for Special Needs Residents	6.71
34	Brookfield Place	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	12.46
35	Brookside Crossing	Multi Family	RSC for Affordable Housing	5.12
36	Brookside Senior	Senior	RSC for Affordable Housing	1.87
37	Brush Meadow	Multi Family	RSC for Affordable Housing	0.29
38	Cabrillo Family	Multi Family	RSC for Affordable Housing	6.20
39	Cal Weber 40	Multi Family	RSC for Affordable Housing	4.79
40	Camino Al Oro	Senior	RSC for Affordable Housing	14.87
41	Campina Court	Multi Family	RSC for Affordable Housing	7.78
42	Carolyn	Multi Family	RSC for Affordable Housing	7.66
43	Carson Terrace	Senior	RSC for Affordable Housing	11.71
44	Casa Bella	Multi Family	RSC for Affordable Housing	14.96
45	Casa de Angeles	Multi Family	RSC for Affordable Housing	13.04
46	Cascade Village	Multi Family	RSC for Affordable Housing	4.62
47	Chestnut Square Family Housing	Multi Family	Intensive Case Management Services for Special Needs Residents	1.12
48	Chestnut Square Senior Housing	Senior	Intensive Case Management Services for Special Needs Residents	2.46
49	Cielo Azul	Senior	RSC for Affordable and Supportive Housing	13.12
50	Cinnamon Villas	Senior	RSC for Affordable Housing	8.87
51	Citrea Fullerton Family	Multi Family	RSC for Affordable Housing	3.04
52	Clara Court	Senior	RSC for Affordable Housing	5.87
53	Clarendon Street	Multi Family	RSC for Affordable Housing	10.96
54	Cloverdale Family	Multi Family	RSC for Affordable Housing	2.79

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
55	Colina Vista	Multi Family	RSC for Affordable Housing	7.54
56	Copper Square	Multi Family	RSC for Affordable Housing	3.79
57	Copperstone I	Multi Family	RSC for Affordable Housing	12.12
58	Coral Mountain	Multi Family	RSC for Affordable Housing	7.46
59	Corcoran Garden	Multi Family	RSC for Affordable Housing	7.66
60	Cordova	Multi Family	RSC for Affordable Housing	10.71
61	Cornerstone Place	Multi Family	RSC for Affordable Housing	1.46
62	Coronado Palms	Multi Family	RSC for Affordable Housing	4.12
63	Cottage Estates	Multi Family	RSC for Affordable Housing	20.26
64	Cottonwood Place	Multi Family	RSC for Affordable Housing	11.37
65	Courson Arts Colony East	Multi Family	RSC for Affordable and Supportive Housing	2.41
66	Courson Arts Colony West	Multi Family	RSC for Affordable and Supportive Housing	2.21
67	Creekside Village	Senior	RSC for Affordable Housing	16.12
68	Crenshaw Family	Multi Family	RSC for Affordable Housing	4.62
69	Crescent City Senior	Senior	RSC for Affordable Housing	6.79
70	Crescent Village & Los Angeles Village	Multi Family	RSC for Affordable Housing	21.04
71	Curtis Park Court	Senior	RSC for Affordable Housing	5.37
72	Cypress Gardens	Senior	RSC for Affordable Housing	11.87
73	Cypress Pines	Multi Family	RSC for Affordable Housing	1.71
74	Daybreak	Multi Family	RSC for Affordable Housing	15.87
75	DeRose Gardens	Senior	RSC for Affordable Housing	9.87
76	Desert Gardens	Multi Family	RSC for Affordable Housing	15.96
77	Dublin Ranch Senior	Senior	RSC for Affordable Housing	0.42
78	Edgewater (Riverview)	Senior	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	7.78
79	El Palmar	Multi Family	RSC for Affordable Housing	16.71
80	El Parador	Senior	RSC for Affordable Housing	10.04
81	El Segundo Boulevard	Special Needs	RSC for Affordable and Supportive Housing	3.29
82	Elizabeth Court	Multi Family	RSC for Affordable Housing	5.87
83	Ellis Terrace	Multi Family	RSC for Affordable Housing	0.21
84	Espira	Multi Family	RSC for Affordable Housing	3.37
85	Esperanza	Multi Family	RSC for Affordable Housing	5.38
86	Ethan Terrace	Multi Family	RSC for Affordable Housing	4.87
87	Ethel Arnold Bradley	Multi Family	RSC for Affordable Housing	0.12
88	Eucalyptus Sites	Multi Family	RSC for Affordable Housing	5.79
89	Everett Commons	Multi Family	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	3.46
90	Fair Plaza	Senior	RSC for Affordable Housing	13.62
91	FAME Senior	Senior	RSC for Affordable Housing	7.46
92	Fiore Gardens	Multi Family	RSC for Affordable Housing	0.21
93	First Street	Multi Family	RSC for Affordable Housing	1.87
94	Florence	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	0.29
95	Florence Janss	Senior	RSC for Affordable Housing	0.21
96	Flores Del Valle	Multi Family	RSC for Affordable Housing	14.71
97	Flower Terrace	Senior	RSC for Affordable Housing	8.71
98	Forestwood at Folsom Family	Multi Family	RSC for Affordable Housing	9.21
99	Fountain View	Multi Family	RSC for Affordable Housing	2.79
100	Garden Valley Homes I	Mixed Use	RSC for Affordable Housing	3.62
101	Garden View Terrace (Los Feliz 20)	Multi Family	RSC for Affordable Housing	6.79
102	Garden View Terrace (Los Feliz 51)	Multi Family	RSC for Affordable Housing	6.79
103	Garden Village	Multi Family	RSC for Affordable Housing	6.71
104	Garvey Court Senior	Senior	RSC for Affordable Housing	2.04
105	Geo	Multi Family	RSC for Affordable Housing	1.04
106	Gibson Oaks	Senior	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	7.78
107	Gold Country Village	Senior	RSC for Affordable Housing	4.12
108	Gran Casa Linda	Senior	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	7.78
109	Green Valley Homes	Multi Family	RSC for Affordable Housing	2.87

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
110	Haciendas I and II	Multi Family	RSC for Affordable Housing	0.79
111	Harbor View	Multi Family	RSC for Affordable Housing	1.71
112	Hastings Park	Multi Family	RSC for Affordable Housing	0.75
113	Helzer Court	Multi Family	RSC for Affordable Housing	10.96
114	Hemlock Family	Multi Family	RSC for Affordable Housing	8.12
115	Heritage Park at Arcadia	Senior	RSC for Affordable Housing	16.87
116	Heritage Park at Cathedral	Senior	RSC for Affordable Housing	16.71
117	Heritage Park at Glendale	Senior	RSC for Affordable Housing	16.87
118	Heritage Park at Hilltop	Senior	RSC for Affordable Housing	17.04
119	Heritage Park at Monrovia	Senior	RSC for Affordable Housing	16.87
120	Heritage Park Woodman	Senior	RSC for Affordable Housing	16.87
121	Heritage Place at Tustin	Senior	RSC for Affordable Housing	16.96
122	Hollenbeck Terrace	Senior	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	5.87
123	Hovley Gardens	Multi Family	RSC for Affordable Housing	11.37
124	Huff Gardens	Multi Family	RSC for Affordable Housing	10.96
125	Huntington Plaza	Senior	RSC for Affordable Housing	8.54
126	Independence Plaza	Senior	RSC for Affordable Housing	5.38
127	Jamestown Terrace	Multi Family	RSC for Affordable Housing	1.12
128	John Burns Gardens	Senior	RSC for Affordable Housing	9.87
129	Julian Gardens	Multi Family	RSC for Affordable Housing	10.12
130	Kelseyville Family	Multi Family	RSC for Affordable Housing	0.29
131	Kennett Court	Multi Family	RSC for Affordable Housing	0.37
132	Kings Manor	Multi Family	RSC for Affordable Housing	14.46
133	Klamath (Deborah Blg.)	Multi Family	RSC for Affordable Housing	11.87
134	Klamath (Halford Blg.)	Multi Family	RSC for Affordable Housing	11.87
135	Klamath (Miramar Blg.)	Multi Family	RSC for Affordable Housing	11.87
136	Klamath (Poinciana Blg.)	Multi Family	RSC for Affordable Housing	11.87
137	Klamath Gardens (Klamath Blg.)	Multi Family	RSC for Affordable Housing	11.87
138	La Brea Gardens	Multi Family	RSC for Affordable Housing	11.12
139	La Paz	Special Needs	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	0.12
140	La Valentina	Multi Family	RSC for Affordable Housing	9.29
141	Lakeview I	Multi Family	RSC for Affordable Housing	9.04
142	Lakeview II	Multi Family	RSC for Affordable Housing	9.04
143	Las Brisas	Multi Family	RSC for Affordable Housing	14.79
144	Las Serenas	Senior	RSC for Affordable Housing	18.87
145	Las Ventanas	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	0.62
146	Laurel Grove Family	Multi Family	RSC for Affordable and Supportive Housing	2.87
147	Legacy Family	Multi Family	RSC for Affordable Housing	9.37
148	Leggett Court	Multi Family	RSC for Affordable Housing	0.21
149	Lenzen Gardens	Senior	RSC for Affordable Housing	11.87
150	Liberty at Aliso	Senior	RSC for Affordable Housing	2.29
151	Linda Vista Ivanhoe	Multi Family	RSC for Affordable Housing	5.61
152	Linda Vista Senior	Senior	RSC for Affordable Housing	8.37
153	Lindsay Family	Multi Family	RSC for Affordable Housing	15.87
154	Littlejohn Commons	Senior	RSC for Affordable Housing	3.37
155	Live Oaks Garden	Multi Family	RSC for Affordable Housing	5.87
156	Loma Linda Commons	Multi Family	RSC for Affordable Housing	6.79
157	Loma Linda Terrace	Senior	RSC for Affordable Housing	6.79
158	Loma Linda Veterans Village	Special Needs	RSC for Affordable and Supportive Housing	2.54
159	Los Arboles	Multi Family	RSC for Affordable Housing	14.46
160	Los Olivos	Multi Family	RSC for Affordable Housing	5.46
161	Los Vientos	Multi Family	RSC for Affordable Housing	12.12
162	Lotus Landing	Multi Family	RSC for Affordable Housing	4.62
163	Lucretia Gardens	Multi Family	RSC for Affordable Housing	10.12
164	Luminaira Family Irvine Housing	Multi Family	RSC for Affordable Housing	4.37

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
165	Luxaira (D1 Senior)	Senior	RSC for Affordable Housing	3.37
166	MacArthur	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	7.96
167	Main Street Plaza	Multi Family	RSC for Affordable and Supportive Housing	0.54
168	Manzanilla Terrace	Multi Family	RSC for Affordable Housing	11.54
169	Manzanita Garden	Multi Family	RSC for Affordable and Supportive Housing	4.46
170	Marina	Multi Family	RSC for Affordable Housing	16.04
171	Maywood Villas	Senior	RSC for Affordable Housing	14.12
172	McCloud River	Multi Family	RSC for Affordable Housing	7.46
173	McFarland Sites	Mixed Use	RSC for Affordable Housing	5.79
174	Meadowbrook	Multi Family	RSC for Affordable Housing	7.70
175	Medici Artist Lofts	Multi Family	RSC for Affordable Housing	0.37
176	Mercado	Multi Family	RSC for Affordable Housing	9.21
177	Mercedes	Multi Family	RSC for Affordable Housing	16.04
178	Metro at Western	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	2.21
179	Miley Gardens	Senior	RSC for Affordable Housing	3.37
180	Mirandela Senior	Senior	RSC for Affordable Housing	10.87
181	Mission	Multi Family	RSC for Affordable Housing	9.12
182	Mission Palms Senior	Senior	RSC for Affordable Housing	11.37
183	Mission Village Terrace	Multi Family	RSC for Affordable Housing	20.71
184	Montaira Senior	Senior	RSC for Affordable Housing	0.58
185	Montecito Terrace	Senior	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	10.04
186	Monterey Gateway	Senior	RSC for Affordable and Supportive Housing	1.46
187	Monterey Pines	Multi Family	RSC for Affordable Housing	1.71
188	Monterey Street & Benito Street	Multi Family	RSC for Affordable Housing	0.79
189	Moon Gate Plaza	Special Needs	Intensive Case Management Services for Special Needs Residents	1.96
190	Morrone Gardens	Senior	RSC for Affordable Housing	9.87
191	Mosaic	Multi Family	RSC for Affordable Housing	10.04
192	Mustang Peak	Multi Family	RSC for Affordable Housing	4.29
193	Nevada Woods	Multi Family	RSC for Affordable Housing	5.96
194	North Avenue	Multi Family	RSC for Affordable Housing	13.96
195	Northland Village	Multi Family	RSC for Affordable Housing	14.04
196	Northpointe Park	Multi Family	RSC for Affordable Housing	14.29
197	Oak Creek Senior Villas	Senior	RSC for Affordable Housing	1.62
198	Oakhurst	Multi Family	RSC for Affordable Housing	3.21
199	Oakland 34	Senior	RSC for Affordable Housing	7.21
200	Oakwood	Multi Family	RSC for Affordable Housing	10.37
201	Oasis Village	Multi Family	RSC for Affordable Housing	13.87
202	Ocean View Gardens	Multi Family	RSC for Affordable Housing	4.29
203	Oceana	Multi Family	RSC for Affordable Housing	5.79
204	Ontario Emporia Family	Multi Family	RSC for Affordable Housing	1.29
205	Orchard View	Multi Family	RSC for Affordable Housing	15.04
206	Orchard Village	Multi Family	RSC for Affordable Housing	5.87
207	Orchard Villas	Multi Family	RSC for Affordable Housing	11.46
208	Palmer Heights	Multi Family	RSC for Affordable Housing	15.79
209	Palo Verde Terrace	Senior	RSC for Affordable Housing	11.87
210	Park Avenue Senior	Senior	RSC for Affordable Housing	1.46
211	Park Crest	Multi Family	RSC for Affordable Housing	0.12
212	Park Crest	Multi Family	RSC for Affordable Housing	0.12
213	Park Place	Multi Family	RSC for Affordable Housing	8.46
214	Park View Village	Multi Family	RSC for Affordable Housing	16.71
215	Park Villas	Multi Family	RSC for Affordable Housing	0.12
216	Park Villas	Multi Family	RSC for Affordable Housing	0.12
217	Parkside at Sycamore	Multi Family	RSC for Affordable Housing	11.29
218	Parkview Garden	Multi Family	RSC for Affordable Housing	7.70
219	Perris Station	Senior	RSC for Affordable Housing	7.87

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
220	Phoenix Park	Multi Family	RSC for Affordable Housing	8.29
221	Pine Knoll	Senior	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	7.78
222	Pinmore Gardens	Multi Family	RSC for Affordable Housing	9.87
223	Pleasant Valley Pines	Multi Family	RSC for Affordable Housing	3.21
224	Poco Way	Multi Family	RSC for Affordable Housing	10.96
225	Poplar Street	Multi Family	RSC for Affordable Housing	6.79
226	Portola Terrace	Multi Family	RSC for Affordable Housing	8.54
227	Puesta del Sol	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	1.29
228	Quartz Ridge Family	Multi Family	RSC for Affordable Housing	4.96
229	Ramona Park Senior	Senior	RSC for Affordable Housing	7.04
230	Rancho Dorado North	Multi Family	RSC for Affordable and Supportive Housing	11.04
231	Rancho Dorado South	Multi Family	RSC for Affordable Housing	7.78
232	Rancho Niguel	Multi Family	RSC for Affordable Housing	16.04
233	Redwood Square	Multi Family	RSC for Affordable Housing	2.04
234	Regency Court	Senior	RSC for Affordable and Supportive Housing	20.87
235	Ridgecrest Senior	Senior	RSC for Affordable Housing	8.62
236	Ridgeway Studios	SRO	RSC for Affordable and Supportive Housing	7.29
237	Rincon Gardens	Senior	RSC for Affordable Housing	11.37
238	Rippling River	Senior	RSC for Affordable Housing	0.79
239	Riverbank Village	Senior	RSC for Affordable Housing	5.55
240	Riverland	Multi Family	RSC for Affordable Housing	5.87
241	Rivertown	Multi Family	RSC for Affordable Housing	10.96
242	Riverview	Multi Family	RSC for Affordable Housing	14.79
243	Robert Farrell Manor	Multi Family	RSC for Affordable Housing	0.12
244	Rochdale Grange	Multi Family	RSC for Affordable Housing	9.29
245	Rodeo Village	Multi Family	RSC for Affordable Housing	14.46
246	Rosefield Village	Multi Family	RSC for Affordable Housing	3.46
247	Rosena Fountains	Multi Family	RSC for Affordable Housing	3.12
248	Roth	Multi Family	RSC for Affordable Housing	0.21
249	Royale	Multi Family	RSC for Affordable Housing	10.54
250	San Jacinto Villas	Multi Family	RSC for Affordable Housing	11.37
251	San Pedro Gardens	Multi Family	RSC for Affordable Housing	9.87
252	San Remo	Multi Family	RSC for Affordable Housing	11.54
253	Sandstone Village	Multi Family	RSC for Affordable Housing	13.37
254	Santa Fe	Multi Family	RSC for Affordable Housing	10.71
255	Scattered Sites; LA Cnty DHS	Special Needs	Intensive Case Management Services for Special Needs Residents	2.46
256	Senior Manor	Senior	RSC for Affordable Housing	5.94
257	Serenity Villas Senior	Senior	RSC for Affordable Housing	12.12
258	Serrano Woods	Multi Family	RSC for Affordable Housing	1.29
259	Shasta Hotel	SRO	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	3.87
260	Shasta Sites	Multi Family	RSC for Affordable Housing	2.54
261	Shenandoah	Multi Family	RSC for Affordable Housing	0.75
262	Siena	Multi Family	RSC for Affordable Housing	5.37
263	Siena Court	Senior	RSC for Affordable Housing	9.37
264	Sienna Vista aka The Madison	Multi Family	RSC for Affordable Housing	3.21
265	Sierra Sunrise I & II	Senior	RSC for Affordable Housing	16.46
266	Sierra Vista	Senior	RSC for Affordable Housing	4.71
267	Silverado Creek	Multi Family	RSC for Affordable Housing	15.04
268	Singing Wood	Senior	RSC for Affordable Housing	17.96
269	Solaira at Pavilion Park Senior	Senior	RSC for Affordable Housing	6.21
270	Sommerset Place	Multi Family	RSC for Affordable Housing	14.12
271	Sonterra	Multi Family	RSC for Affordable Housing	15.04
272	Summer Hill Place	Multi Family	RSC for Affordable Housing	10.79
273	Summer Terrace	Senior	RSC for Affordable Housing	5.46
274	Suncrest	Multi Family	RSC for Affordable Housing	15.96

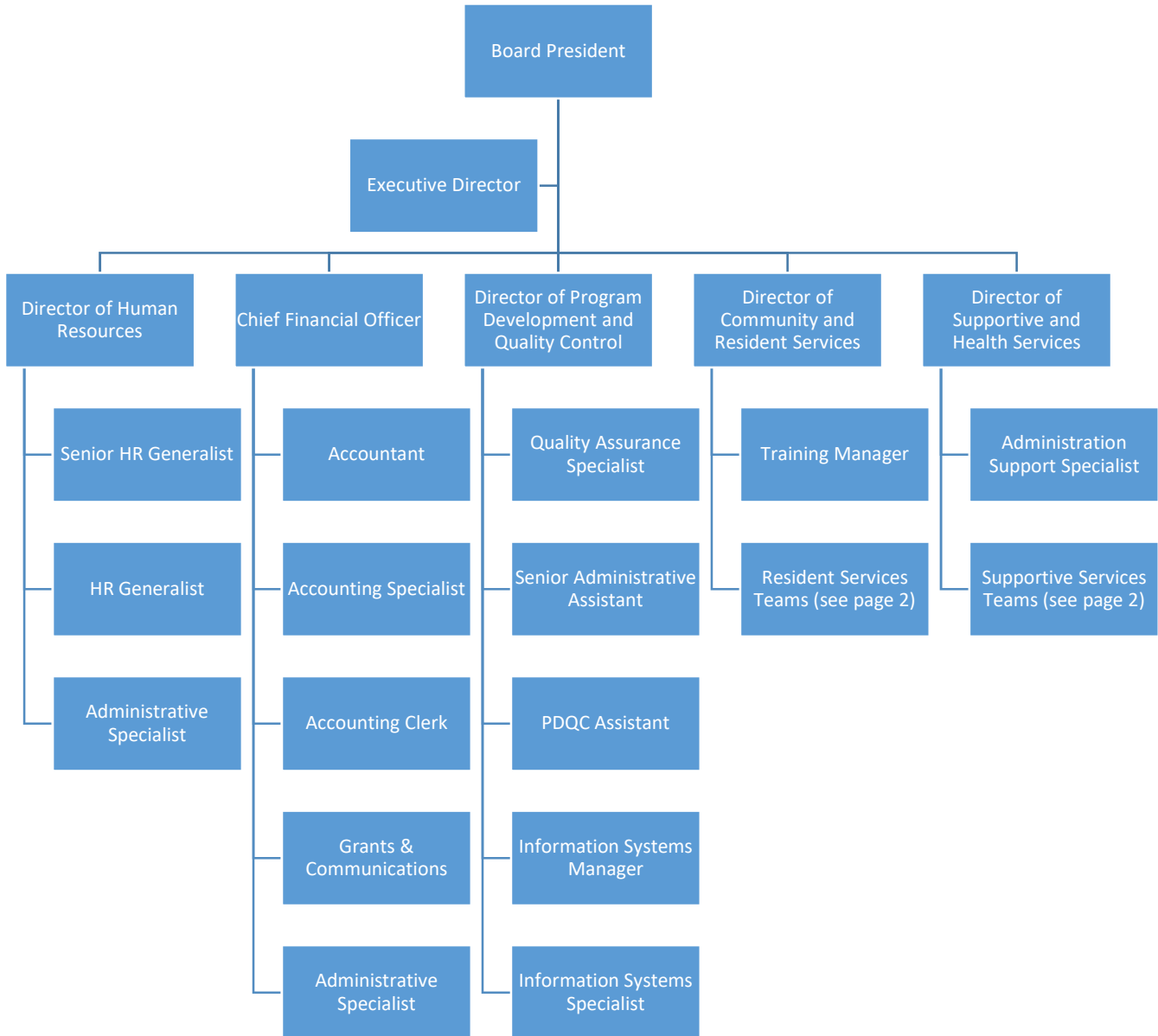
LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
275	Sunny View	Multi Family	RSC for Affordable Housing	13.87
276	Sunnyside	Multi Family	RSC for Affordable Housing	10.87
277	Sunrise Villas	Senior	RSC for Affordable Housing	9.71
278	Sunset Gardens	Senior	RSC for Affordable Housing	11.87
279	Suterview	Senior	RSC for Affordable Housing	4.71
280	Sycamore Family	Multi Family	RSC for Affordable Housing	9.37
281	Sylmar Court	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	3.62
282	Tafoya Terrace	Senior	RSC for Affordable Housing	0.21
283	Tehachapi Manor II	Senior	RSC for Affordable Housing	3.38
284	Terracina	Multi Family	RSC for Affordable and Supportive Housing	7.21
285	Terracina at Cathedral City	Multi Family	RSC for Affordable Housing	10.29
286	Terracina at Elk Grove	Multi Family	RSC for Affordable Housing	12.46
287	Terracina at Morgan Hill	Multi Family	RSC for Affordable Housing	18.96
288	Terracina at Park Meadows	Multi Family	RSC for Affordable Housing	16.21
289	Terracina at Santa Rosa	Multi Family	RSC for Affordable Housing	13.79
290	Terracina at Springlake	Multi Family	RSC for Affordable Housing	13.79
291	Terracina at Vineyard	Multi Family	RSC for Affordable Housing	10.29
292	Terracina Gold Village 1 & 3	Multi Family	RSC for Affordable Housing	18.87
293	Terracina Gold Village 2	Multi Family	RSC for Affordable Housing	18.87
294	Terracina Meadows	Multi Family	RSC for Affordable Housing	18.04
295	Tesoro Del Valle	Multi Family	RSC for Affordable Housing	14.87
296	The Cascades	Multi Family	RSC for Affordable Housing	0.75
297	The Derby aka Harvey	SRO	RSC for Affordable Housing	3.37
298	The Fairways at San Antonio	Multi Family	RSC for Affordable Housing	9.87
299	The Grove	Multi Family	RSC for Affordable Housing	7.54
300	The Grove at Sunset Court	Multi Family	RSC for Affordable Housing	7.78
301	The Hardin	Multi Family	RSC for Affordable Housing	2.54
302	The Legacy	Multi Family	RSC for Affordable Housing	0.75
303	The Lodge at Morgan Hill	Senior	RSC for Affordable Housing	7.54
304	The Luxe	Multi Family	RSC for Affordable Housing	1.12
305	The Marq at the University	Multi Family	RSC for Affordable Housing	13.71
306	The Meridian	Multi Family	RSC for Affordable Housing	3.72
307	The Surf	Senior	RSC for Affordable Housing	6.71
308	The Vineyards at Menifee	Senior	RSC for Affordable and Supportive Housing	9.29
309	The Willows	Multi Family	RSC for Affordable Housing	9.87
310	Three Oaks	Multi Family	RSC for Affordable Housing	3.87
311	Tilden Terrace	Multi Family	RSC for Affordable Housing	6.57
312	Toscana Family	Multi Family	RSC for Affordable Housing	8.29
313	University Gardens	Multi Family	RSC for Affordable Housing	1.87
314	Valle Verde	Multi Family	RSC for Affordable Housing	16.71
315	Valley Commons East	Multi Family	RSC for Affordable Housing	8.79
316	Valley View Village	Multi Family	RSC for Affordable Housing	5.61
317	Verano	Multi Family	RSC for Affordable Housing	6.37
318	Verbena Crossing	Multi Family	RSC for Affordable and Supportive Housing	21.54
319	Villa Cortina	Multi Family	RSC for Affordable Housing	13.87
320	Villa Encantada	Multi Family	RSC for Affordable Housing	2.71
321	Villa Escondido	Multi Family	RSC for Affordable Housing	14.21
322	Villa Esperanza	Multi Family	RSC for Affordable Housing	13.37
323	Villa Hermosa Senior Housing	Senior	RSC for Affordable Housing	10.04
324	Villa Serena	Multi Family	RSC for Affordable Housing	12.54
325	Villa Siena	Multi Family	RSC for Affordable Housing	13.87
326	Villa Siena Porterville	Multi Family	RSC for Affordable Housing	9.12
327	Village Crossing	Multi Family	RSC for Affordable Housing	20.26
328	Village East	Multi Family	RSC for Affordable Housing	3.87
329	Villas Del Lago	Multi Family	RSC for Affordable Housing	12.96

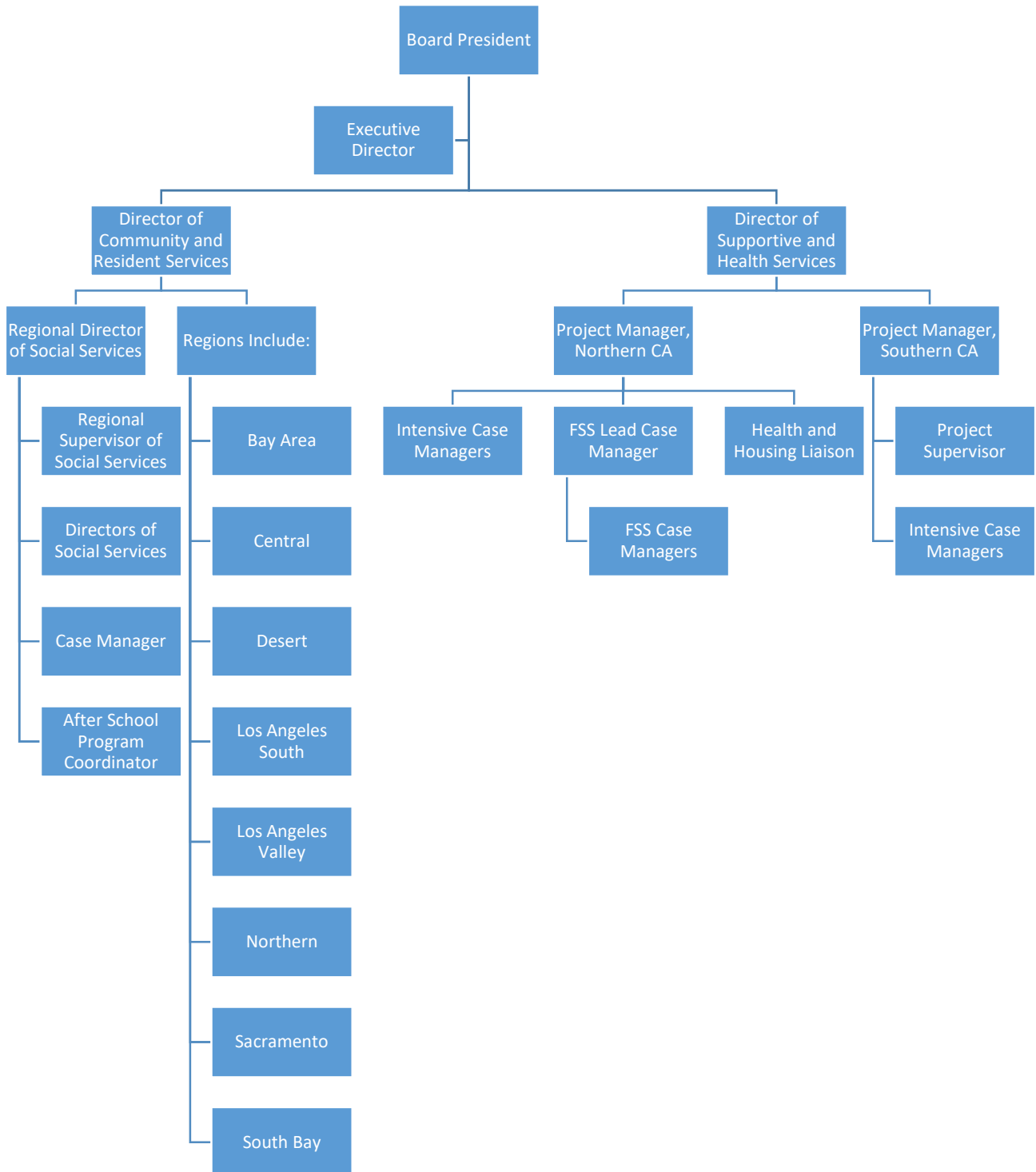
LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
330	Villas Las Americas	Multi Family	RSC for Affordable Housing	13.04
331	Vintage Aliso	Senior	RSC for Affordable Housing	2.29
332	Vintage at Kendall	Senior	RSC for Affordable and Supportive Housing	8.71
333	Vintage at Laguna	Senior	RSC for Affordable Housing	15.37
334	Vintage at Laguna II Senior	Senior	RSC for Affordable Housing	9.04
335	Vintage at Snowberry Senior	Senior	RSC for Affordable and Supportive Housing	10.12
336	Vintage at Stonehaven	Senior	RSC for Affordable Housing	8.71
337	Vintage Brook	Senior	RSC for Affordable Housing	20.26
338	Vintage Canyon	Senior	RSC for Affordable Housing	20.71
339	Vintage Chateau	Senior	RSC for Affordable Housing	20.29
340	Vintage Chateau II	Senior	RSC for Affordable Housing	9.12
341	Vintage Court	Senior	RSC for Affordable Housing	20.26
342	Vintage Crest	Senior	RSC for Affordable Housing	17.21
343	Vintage Crossing	Senior	RSC for Affordable Housing	19.04
344	Vintage Gardens	Senior	RSC for Affordable Housing	20.87
345	Vintage Grove	Senior	RSC for Affordable Housing	20.87
346	Vintage Knolls	Senior	RSC for Affordable Housing	13.87
347	Vintage Natomas Field	Senior	RSC for Affordable Housing	13.79
348	Vintage Oaks Senior	Senior	RSC for Affordable Housing	11.54
349	Vintage Park	Senior	RSC for Affordable Housing	20.29
350	Vintage Paseo	Senior	RSC for Affordable Housing	16.54
351	Vintage Pointe I	Senior	RSC for Affordable Housing	19.04
352	Vintage Pointe II	Senior	RSC for Affordable Housing	17.04
353	Vintage Shores	Senior	RSC for Affordable Housing	19.04
354	Vintage Square at Westpark	Senior	RSC for Affordable Housing	12.04
355	Vintage Terrace	Senior	RSC for Affordable Housing	20.04
356	Vintage Willow Creek	Senior	RSC for Affordable Housing	18.04
357	Vintage Woods	Senior	RSC for Affordable Housing	20.29
358	Vintage Zinfandel	Senior	RSC for Affordable Housing	18.96
359	Walnut Family	Multi Family	RSC for Affordable Housing	3.04
360	Walnut Grove	Multi Family	RSC for Affordable Housing	0.21
361	Warehouse Artist Lofts	Multi Family	RSC for Affordable Housing	6.62
362	Warthan Place	Multi Family	RSC for Affordable Housing	5.62
363	Warwick Terrace	Multi Family	RSC for Affordable Housing	7.29
364	Washington Plaza	Senior	RSC for Affordable Housing	4.71
365	Western Gardens	Multi Family	RSC for Affordable Housing	0.12
366	Westminster Crossing	Multi Family	RSC for Affordable and Supportive Housing	0.12
367	Westminster Park Plaza	Multi Family	RSC for Affordable Housing	12.54
368	Westminster Senior	Senior	RSC for Affordable Housing	5.57
369	Westside Palm Village	Multi Family	RSC for Affordable Housing	3.04
370	Whispering Palms	Senior	RSC for Affordable Housing	5.46
371	Woodhaven Senior Residence	Senior	RSC for Affordable Housing	6.12
372	Zaninovich Village	Senior	RSC for Affordable Housing	14.46

LifeSTEPS Organizational Chart



LifeSTEPS Organizational Chart - Continued



LifeSTEPS' List of Supportive Housing Sites*

Project Name	Special Needs Population
1 127th Street	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
2 Alegre	Mental Illness and/or Frequent Users of Mental Health Services including Transition Aged Youth; MHSA
3 Anchor Village	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors, Homeless Veterans; MHSA; VASH
4 Arrowhead Vista	Mental Illness and/or Frequent Users of Health & Mental Health Services; MHSA
5 Big Trees	Frail Elderly and Disabled Residents; SHRA
6 Blue Mountain Senior Villas	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors; MHSA
7 Broadway Villas	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS
8 Brookfield Place	Residents with Mental Illness and/or Frequent Users of Mental Health Services; MHSA; Cnty of Alameda Behavioral Health Svc
9 Chestnut Square Family Housing	Residents with Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Families and Chronically Homeless; MHSA; City of Livermore
10 Chestnut Square Senior Housing	Residents with Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; MHSA; City of Livermore
11 Cielo Azul	Mental Illness and/or Frequent Users of Health & Mental Health Services; MHSA
12 Courson Arts Colony East	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
13 Courson Arts Colony West	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
14 Edgewater (Riverview)	Frail Elderly and Disabled Residents; SHRA
15 El Segundo Boulevard	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Homeless Veterans and Chronically Homeless; LA Cnty DHS/DMH
16 Everett Commons	Formerly Homeless Veterans
17 Florence	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Chronically Homeless; LA Cnty ODR/DHS/DMH
18 Gibson Oaks	Frail Elderly and Disabled Residents; SHRA
19 Gran Casa Linda	Frail Elderly and Disabled Residents; SHRA
20 Hollenbeck Terrace	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS
21 La Paz	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Chronically Homeless; LA Cnty DHS/DMH
22 Las Ventanas	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS
23 Laurel Grove Family	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors, Homeless Veterans; MHSA; VASH
24 Loma Linda Veterans Village	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Veterans; VASH
25 MacArthur	Residents with Mental Illness and/or Frequent Users of Mental Health Services; MHSA; Cnty of Alameda Behavioral Health Svc
26 Main Street Plaza	Mental Illness and/or Frequent Users of Mental Health Services including Homeless Veterans; MHSA/VASH
27 Manzanita Garden	At-risk population of low income rural residents; USDA
28 Metro at Western	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Homeless Veterans and Chronically Homeless; LA Cnty DHS/DMH
29 Montecito Terrace	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
30 Monterey Gateway	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors, Homeless Veterans; MHSA; VASH
31 Moon Gate Plaza	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; Whole Person Care; Monterey Cnty
32 Pine Knoll	Frail Elderly and Disabled Residents; SHRA
33 Puesta del Sol	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, and Chronically Homeless Seniors; LA Cnty ODR/DHS/DMH
34 Rancho Dorado North	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
35 Regency Court	Mental Illness and/or Frequent Users of Health & Mental Health Services; MHSA
36 Ridgeway Studios	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
37 Scattered Sites; LA Cnty DHS	Individuals and families with Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS/DMH
38 Shasta Hotel	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households; Shelter Plus Care; SHRA
39 Sylmar Court	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Chronically Homeless Seniors, and Transition Age Youth and Homeless Youth (TAY); LA Cnty DMH/DHS
40 Terracina	Mental Illness and/or Transition Age Youth and Homeless Youth (TAY); LA Cnty DHS
41 The Vineyards at Menifee	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
42 Verbena Crossing	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
43 Vintage at Kendall	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
44 Vintage at Snowberry Senior	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
45 Westminster Crossing	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, and Chronically Homeless; LA Cnty DHS/DMH

*See Exhibit 1, LifeSTEPS List of Communities for Length of Service

Thank you!

Your Vendor Conflict of Interest Form for **Life Skills Training & Educational Programs, Inc. (LifeSTEPS)** has been submitted on **11/9/2021**. Please print a copy of this screen for your records and to submit with your proposal, if needed.

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General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, 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:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, 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.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all 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 this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. 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 HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA 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.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor 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, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) 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.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements 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, or national origin.
- (e) The Contractor 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 shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor 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 determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if 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 the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD 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 HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 135, 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 135 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 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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.
- (b) 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.

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 1st day of January 2025, by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA") and LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC., a California nonprofit corporation whose address is 4041 Bridge Street Fair Oaks, CA 95628, (hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

- A. On January 1, 2022, an agreement was entered into by and between AHA and Contractor (hereinafter "Agreement").

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 contract period is extended until December 31, 2026
- 2. The Fee Schedule in the Agreement is replaced by Exhibit B-2 in this Amendment.

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 executed on the day and year first above written.

LIFE SKILLS TRAINING AND
EDUCATIONAL PROGRAMS, INC.
("LifeSTEPS")

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA

DocuSigned by:
Craig Gillett

Gregory Kats
Director of Administrative Services

C92E9D31D92A4FB...

Craig Gillett
President

Vanessa Cooper
Executive Director

**EXHIBIT B-2
FEE SCHEDULE**

PRICE PROPOSAL FORM					Year 1			2022	2023	2024	Total 3-year	2025	2026	Total 5-year
					Monthly Costs			Total	% <u>3</u>	% <u>3</u>	Contract			Contract
Location	Units	LIHTC	In Service	Hours/	Services	Non-Services*	Total	Annual	Increase	Increase	Amount	Increase	Increase	Amount
				Month										
Anne B Diament	65		Current	26	2,460.58	27	2,487.58	29,850.97	30,746.50	31,668.89	92,266.36	32,618.96	33,597.53	158,482.85
Independence Plaza	186		Current	100	7,091.31	27	7,118.31	85,419.70	87,982.29	90,621.76	264,023.75	93,340.41	96,140.62	453,504.79
China Clipper	26		Current	8	968.03	27	995.03	11,940.39	12,298.60	12,667.56	36,906.55	13,047.59	13,439.01	63,393.15
Eagle Village	36		Current	16	1,350.74	27	1,377.74	16,532.85	17,028.84	17,539.70	51,101.39	18,065.89	18,607.87	87,775.15
Esperanza	120		Current	60	4,565.46	27	4,592.46	55,109.49	56,762.77	58,465.66	170,337.92	60,219.63	62,026.22	292,583.77
Everett Commons	20	Y	Current	50	3,864.00	27	3,891.00	46,692.00	48,092.76	49,535.54	144,320.30	51,021.61	52,552.26	247,894.17
Littlejohn Commons	31	Y	Current	24	1,611.75	27	1,638.75	19,665.00	20,254.95	20,862.60	60,782.55	21,488.48	22,133.13	104,404.16
Parrot Village	50		Current	36	2,192.69	27	2,219.69	26,636.25	27,435.34	28,258.40	82,329.99	29,106.15	29,979.33	141,415.47
Parrot Gardens	8		Current											
Rosefield Village	92	Y	2022	160	11,200.00	27	7,500.00	90,000.00	92,700.00	95,481.00	278,181.00	134,400.00	138,432.00	551,013.00
Scattered Sites	34		Current	42	2,940.00	27	1,301.20	15,614.35	16,082.78	16,565.26	48,262.39	35,280.00	36,338.40	119,880.79
Totals				522	32,851.75	270	33,121.75	397,461.00	409,384.83	421,666.37	1,228,512.20	488,588.72	503,246.37	2,220,347.30



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: Shanon Lampkins, Director of Asset Management

Date: December 18, 2024

Re: Accept Report on the Potential Purchase of BMR Property - 440 Roth Lane.

BACKGROUND

The City of Alameda requires that below market rate (BMR) dwelling units are provided in planned unit developments to help fulfill its affordable housing goals. Depending on the size of the development, these units can be for sale, or rentals, and can be at a variety of affordability levels, serving households at very low income (50% AMI) to low income (80% AMI) to moderate income (120% AMI). The Housing Authority has the ability to purchase these properties directly (as it has done with a number of prior purchases). In November 2016, the Board authorized the Executive Director to proceed with the repurchase of any BMR unit that is in default or up for sale, up to the maximum affordable rehousing sales price plus related fees and legal costs, utilizing non-federal funds. The Executive Director is required to inform the Board of any potential purchase no later than the Board meeting following the repurchase.

DISCUSSION

The Housing Authority was notified by the City of Alameda in November 2024 that the owner at 440 Roth Lane intends to sell the home. The home is a 3 bedroom, 3 bathroom, 1,631 square foot home with a garage. The home is located in the Bayport neighborhood. Per the Board approval in November 2016, staff will be issuing a letter to the owner regarding its intent to utilize its option to purchase the property. Community Improvement Commission (CIC) is named as an agent with the right to purchase. AHA is the CIC's housing successor agency and has the first right of refusal/purchase for the unit. The property is designated as moderate income with an AMI of 100%. The City anticipates the property will be available for sale in early 2025 and has provided an expected sale price. Once the property is available for sale, staff will do a full review of the property, and will likely exercise this option and report further developments to the Board. Once purchased, AHA offers these homes as rentals. This helps AHA provide our tenants with a diversity of housing types and locations within Alameda. The Board may choose in the future if it wishes to return these to below-rate purchase opportunities subject to the City's affordability restrictions.



FISCAL IMPACT

Staff was informed the sale price is expected to be \$433,000.

CEQA

Not applicable

RECOMMENDATION

Accept Report on the Potential Purchase of BMR - 440 Roth Lane

ATTACHMENTS

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shanon Lampkins". The signature is written in a cursive style with a long horizontal stroke at the end.

Shanon Lampkins, Director of Asset Management

To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources

Date: December 18, 2024

Re: Provide temporary approval of employee benefits changes, including activities encouraging retention of staff who have worked more than 3 years for the Housing Authority of the City of Alameda (AHA), and adjustment to Vacation Accrual Caps, increase to Tuition Reimbursement, and modification to the On-call Compensation Provisions for all eligible employees.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) desires to remain competitive in the marketplace and periodically conducts staff turnover assessments and reviews of compensation (salary and benefits) to ensure that it is able to do so. The proposed changes are temporary as they will be presented to the Board of Commissioners at a later date in 2025, with a full revision of the handbook.

DISCUSSION

Competitive compensation plans, including both salary and benefits, should ensure that salaries/benefits remain competitive in the marketplace and support AHA in attracting and retaining high-performing, well-qualified employees, as well as provide a defensible and rational basis for compensating employees that is consistent with public practices. Studies that AHA has completed have found that while AHA salaries were generally at market levels, AHA's benefits lag behind in the areas of retirement formulas, employer contributions to retirement, post-employment health benefits, or especially in the case of exempt positions, management or administrative leave in addition to vacation leave.

AHA is looking to retain staff and in doing so, build stability and institutional knowledge within the agency by increasing some benefits starting at the third year of employment onward in the ways listed below.

Vacation Cap Accrual Adjustment

Currently, staff vacation leave gradually increases beginning in year 5, with the highest



amount of vacation earned by employees who have reached 25 or more years of service. There are two exceptions to this that have been made to partially address the lack of management/administrative leave in AHA's benefits package: 1) exempt-level staff typically start at 3 weeks of vacation per year, and 2) Director-level staff start at 3 weeks and increase to 4 weeks of vacation at the end of the first year.

Vacation accruals are capped at 250 hours for all employees with the following exceptions: 1) Staff hired on or before January 1, 2019, and all Directors have a vacation accrual cap of 350 hours, and 2) The Executive Director's cap is set in their contract.

AHA would like to adjust the vacation accrual cap for staff who are at or reach 36 months of employment with AHA to 350 hours. This is expected to impact 12 staff immediately and a further 4 staff over the next 12 months. Only a few of these staff members are close to the cap, but this change will help with year-end coverage needed for pressing AHA projects including housing development activities.

Increase to the Tuition Reimbursement

AHA currently reimburses tuition for employees who have completed probation and voluntarily take educational programs, on their own time, that may benefit their job performance or provide preparation for promotional opportunities. The current maximum amount available per employee, per calendar year, is \$1,500. Staff propose increasing this to \$5,250 (the IRS maximum allowed in 2024 which are tax-free to the employees) once they have reached 36 months of employment. Non-probationary staff who have not yet reached 36 months of employment will still be eligible for the \$1,500 amount. This may encourage staff to stay with AHA while pursuing higher education such as a master's degree. Over the past 10 years, very few staff have utilized the tuition reimbursement option.

On-Call Compensation

AHA's current on-call and emergency compensation policy allows maintenance personnel who live within 40 miles to receive compensation for being directed to come back to work after hours in the event of an emergency. AHA would like to change this to 50 miles to accommodate candidates who are applying that live further away due to the high cost of living in the Bay Area.

Changes approved by the Board of Commissioners will be added to the next revision to the AHA's Employee Policies and Procedures Handbook.

FISCAL IMPACT

There is not expected to be significant additional costs related to these changes. Any additional costs incurred can be covered by the budget and/or unfilled positions.

CEQA

Not applicable to this item.

RECOMMENDATION

Provide temporary approval of employee benefits changes, including activities encouraging retention of staff who have worked more than 3 years for the Housing Authority of the City of Alameda (AHA), and adjustment to Vacation Accrual Caps, increase to Tuition Reimbursement, and modification to the On-call Compensation Provisions for all eligible employees.

ATTACHMENTS

None

Respectfully submitted,
Alicia Southern
Alicia Southern, Director of Human Resources



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: December 18, 2024

Re: Authorize the Executive Director to Negotiate and Execute License Agreements with Lakehurst and Mosely LP and Mabuhay and Lakehurst LP for Construction Laydown and Stockpile Activities.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is leading the development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS), formerly known as Coast Guard Housing, under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019.

AHA is the master developer of North Housing, and is responsible for site preparation, demolition, and infrastructure. On behalf of all 12 acres, AHA has undertaken the demolition of existing buildings, entitlement approvals, and incurred holding costs for security, fencing, and landscaping. In addition, AHA has started the site preparation on Block A including soil stabilization and infrastructure in support of the three separate housing projects.

The subject properties of construction for Linnet Corner and Estuary I are being used by the two new properties under two ground leases, which were approved by the Board in January and February 2024.

DISCUSSION

Due to the significant amount of site work and soil stabilization activities, most of the construction supervision, storage, stockpiling, and parking activities are on adjacent AHA-held land, not on the subject properties of construction that are subject to the ground leases. In addition, the ground leases do not contemplate any use of adjacent AHA property, and any possible compliance or regulatory issues that may require.

As part of the site preparation and construction of new buildings, a large stockpile of soil was located on AHA-held land adjacent to the new developments, which is pending final



disposal according to appropriate regulatory requirements. The adjacent AHA-held land has been placed under a Stormwater Pollution Protection Plan (Plan) per the State of California, which includes various monitoring and maintenance responsibilities which AHA needs the LPs to fulfill. The agreement allows the Executive Director to allow for temporary construction parking on Block D (referred to as the "Remainder parcel"), in writing, if needed to accommodate roadway construction. Finally, the adjacent AHA-held sites will need to be restored to their previous status at the end of construction.

It is the responsibility of the construction entities (the two ICD-led limited partnerships for Linnet Corner and Estuary I) to utilize the adjacent AHA-held properties in compliance with all regulations, as well as to meet AHA's requirements for safety and restoration. To cause Linnet Corner and Estuary I to meet these obligations, staff has created a license agreement. This agreement is included in draft form attached to this memo. The agreement will be incorporated into the requirements of the two General Contracting agreements to further assure that all entities are protecting AHA's interests.

This version has been reviewed by AHA Special Counsel on behalf of AHA's interests in protecting its rights as the landowner. The approved draft will also be shared with the investor and other lenders. Staff requests that the Board allow the Executive Director to negotiate and execute this agreement. The final agreement will cover activities stemming back to the start of construction. Staff are also conducting daily walks of the site to review compliance by the General Contractors and vendors.

FISCAL IMPACT

This document protects the long-term interests of AHA as property owner, and requires that the two projects in construction pay for all activities to operate in compliance with all regulations and restore the site to a stable and clean state at the end of construction.

CEQA

Not Applicable

RECOMMENDATION

Authorize the Executive Director to Negotiate and Execute License Agreements with Lakehurst and Mosely LP and Mabuhay and Lakehurst LP for Construction Laydown and Stockpile Activities.

ATTACHMENTS

1. North Housing Construction Staging License Agreement DRAFT

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

DRAFT DRAFT DRAFT

License Agreement

This License Agreement (this “**Agreement**”) is dated for reference purposes as of November 1, 2024, by and between the Housing Authority of the City of Alameda, a public body corporate and politic (“**Licensor**”) and Lakehurst and Mosley LP, a California limited partnership (“**PSHI LP**”) and Mabuhay and Lakehurst LP, a California limited partnership (“**Seniors LP**”); together with PSHI LP, “**Licensee**”).

RECITALS:

A. Licensor is the owner in fee simple of certain real property shown as the parcels entitled “Lakehurst Circle (Parcel A)”, “Parcel B” and “Remainder” on Exhibit A-1 attached hereto and incorporated hereby (the “**Licensor Property**”).

B. PSHI LP holds a leasehold interest in, and is constructing a housing project (the “**PSHI Project**”) on, a portion of the land located at 501 Mosley Avenue, Alameda, California 94501 and more particularly described on Exhibit B-1 attached hereto and incorporated hereby (the “**PSHI Property**”).

C. Seniors LP holds a leasehold interest in, and is constructing a housing project (the “**Seniors Project**”) on, a portion of the land located at 2000 Lakehurst Circle, Alameda, California 94501 and more particularly described on Exhibit B-2 attached hereto and incorporated hereby (the “**Seniors Property**”; together with the PSHI Property, the “**Licensee Property**”).

D. Commencing on September 1, 2023 (the “**Effective Date**”), Licensee commenced using that portion of the Licensor Property shaded in red and depicted on Exhibit A-2 attached hereto and incorporated hereby (the “**Licensed Property**”) for Construction Staging (hereinafter defined), as more particularly described herein.

E. Licensor has agreed to permit Licensee to continue to use the Licensed Property upon the mutually agreed terms and conditions more particularly set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained herein, Licensor and Licensee agree as follows:

1. Licensed Area. Licensor grants to Licensee, and Licensee accepts from Licensor, an irrevocable (except only as provided herein), exclusive, license (the “**License**”) in, on, over, upon and across the Licensed Property, to use the Licensed Property for the Permitted Use (hereinafter defined), subject to the terms and conditions contained herein.

2. Term and Termination; Fee.

(a) The term of the License (the “**Term**”) granted hereby commenced on the Effective Date and shall continue thereafter until 11:59 P.M. local time on December 31, 2025 (the

“**Expiration Date**”). Notwithstanding the foregoing, the Term shall terminate as to (a) PSHI LP as of the date that a certificate of occupancy is issued for the PSHI Project, and (b) Seniors LP as of the date that a certificate of occupancy is issued for the Seniors Project. Licensor may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days’ written notice provided to Licensee, except that where termination is due to Licensee’s default, the period of notice may be such shorter time as may be determined by Licensor. In the event of termination by Licensor, depending on the effective date of termination, Licensor may be required to pay back any Fee paid in advance by Licensee on a prorated basis. The parties hereto agree that the terms hereof shall be retroactive to the Effective Date.

(b) During the Term, each Licensee shall pay to Licensor a license fee in the amount of \$5,000 per calendar month or portion thereof (the “**Fee**”), which Fee shall be paid as follows:

(i) On January 1, 2025, each Licensee shall pay to Licensor the amount of \$85,000, which shall be the Fee for 17-month period commencing on the Effective Date and ending on January 31, 2025.

(ii) Commencing on February 1, 2025 and on the first of each month thereafter, each Licensee shall pay the Fee in advance for that calendar month until the Term has expired or terminated as to the applicable Licensee.

3. Permitted Use. During the Term, the Licensed Property, except for the Remainder, may be used by Licensee for purposes of staging for the construction (including, without limitation, the storing of construction materials and equipment, installation of temporary construction offices, sheds or trailers, the parking of construction vehicles and equipment (including, without limitation, cranes, bulldozers, compactors, graders, and trucks)), use of pedestrian and vehicular access to and from the Licensed Property and the Licensor Property, and other uses associated therewith or incidental thereto (collectively, the “**Construction Staging**”). All uses shall be in compliance with applicable laws (including, without limitation, Hazardous Materials Laws (as defined below)). However, only to the extent such Construction Staging does not significantly interfere with Licensor’s interests in converting the Licensed Property into residential housing, and all potential long-term impacts are minimized to the maximum extent feasible. Use of the Remainder by Licensee is permitted on a temporary basis for construction parking only, provided advanced written permission of the Licensor is given.

4. Due Care and Skill; Compliance with Laws. All uses and access, including but not limited to Construction Staging, shall be in compliance with all applicable laws (including, without limitation, Hazardous Materials Laws (as defined below)), regulations, and ordinances applicable to any activity in which they engage while on the Licensed Property. Licensee and its contractors or agents will exercise due care and skill in performing the work permitted by this Agreement. Prior to any subsurface activity, Licensee and its contractors will perform all necessary preliminary site clearance assessments to identify and avoid underground utilities and sensitive resources such as listed species and habitat and avoid any impacts to these sensitive resources. Licensee shall obtain, at its sole expense, all required permits and governmental authorizations, if any.

5. Condition of Licensed Property; Utilities.

(a) Except as expressly provided herein, Licensor has made no representations as to the condition of the Licensed Property or the fitness or availability of the Licensed Property for any particular use, and Licensee shall accept the Licensed Property in its “as is” condition.

(b) Licensee shall pay for all utilities consumed at the Licensed Property directly to the applicable utility company, and Licensee shall contract separately for the provision, at Licensee’s sole cost, of janitorial service and trash removal for the Licensed Property.

(a) Licensee shall provide and pay for all required security and access control, including maintenance of a minimum 6-foot-high chain-link fence erected around the Licensed Property perimeter with access restricted by control points (i.e., gates) that are monitored and locked during non-construction hours, with “No Trespassing” signs in both English and Spanish posted every 500 linear feet along the fence line and if required pursuant to Proposition 65, public notices regarding the presence of Hazardous Substances.

(b) Licensee shall use the Licensed Property in compliance with (1) the Stormwater Pollution Prevention Plan for North Housing dated March 10, 2023, and prepared by Carlson, Barbee & Gibson, Inc.; (2) the Stormwater Pollution Prevention Plan for North Housing Lot C Construction Staging Area dated October 9, 2024, and prepared by Carlson, Barbee & Gibson, Inc.; (3) the Site Management Plan, dated June 21, 2018, and revised September 27, 2019 (the “SMP”) prepared by ENGEO, Inc., and (4) all other applicable requirements as to the Licensor Property imposed by law, imposed by a document recorded against the Licensor Property as of the date hereof, and as disclosed in writing by Licensor to Licensee.

(c) Licensee shall cause its contractors, officers, directors, shareholders, agents and employees to comply with all terms of this Agreement applicable to Licensee. Upon the request of Licensor, Licensee shall cause any party using the License to execute the Acknowledgement in the form attached hereto as Exhibit C and incorporated hereby.

6. Representations. Licensor represents and warrants that there are no tenants or other parties in possession of the Licensed Property who have leases, licenses, or agreements which would prohibit, restrict or interfere with the use of the License granted herein. Licensor further represents and warrants that Licensor has the due power and authority to enter into this Agreement and to grant the License set forth herein without the consent or intervention of any other parties, that the execution and delivery of this Agreement by Licensor will not violate the terms of any agreements that Licensor may have with any other parties, that Licensor is not aware of any actions, suits or proceedings pending against, by or affecting Licensor which relate to title to the Licensed Property or which question the validity or enforceability of this Agreement or of any action taken or to be taken by Licensor under this Agreement, in any court or before any governmental authority, domestic or foreign, and there are no leases or other agreements for use, occupancy or possession presently in force with respect to all or any portion of the Licensed Property.

7. Insurance. Licensee shall obtain, at its expense, and keep in force from the date of execution of this Agreement until the Expiration Date or sooner termination of this Agreement, commercial general liability insurance with a good and solvent insurance company or companies licensed to do business in the State in which the Licensed Property is located, having a combined

single limit of at least One Million Dollars (\$1,000,000.00) with respect to injury or death and/or damage within the Licensed Property. Such policy or policies shall include Licensor and its successors and assigns as additional insureds. In addition, Licensee shall, and shall cause its contractors or agents seeking access to, maintain Automobile Liability Insurance covering all vehicles accessing the Licensor or Licensee Property with limits of not less than \$1 million combined single limit per occurrence and Worker's Compensation and Employer's Liability Insurance covering all persons accessing the Licensor or Licensee Property involved affording statutory Workers' Compensation Coverage and Employer's Liability protection subject to a limit of not less than \$500,000. Licensee shall deliver a certificate of such insurance and endorsement(s) to Licensor upon Licensor's reasonable request therefor. Any renewal or replacement certificates shall be delivered to Licensor not less than thirty (30) days prior to the expiration or termination of any such policy.

8. Daily Housekeeping and Restoration of Premises. Throughout the Term, Licensee will promptly cause all trash and waste to be promptly removed; any tools, equipment, materials, and vehicles placed on or brought to the Licensee Property to be kept in a tidy, workmanlike manner minimizing to the maximum extent feasible any potential for release of Hazardous Materials; all Hazardous Materials to be stored with secondary containment if commercially feasible; and to appropriately restore as commercially feasible the portions of the Premises disturbed in accordance with this Agreement, applicable laws, standard professional practice, and in a timely manner.

9. Indemnification.

(a) Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, losses, costs, liabilities, expenses including, without limitation, penalties, fines and reasonable attorneys' fees, and damages (collectively, "**Losses**") to the extent incurred in connection with or arising from any of the following: (i) any default by Licensee in the performance of its obligations under this Agreement, or the failure of any representation made by Licensee in this Agreement, (ii) any Hazardous Materials at, in, under or about the Licensor Property as a result of the actions of Licensee or any parties acting on Licensee's behalf or at Licensee's direction (expressly excluding any Hazardous Materials at, in, under or about the Licensor Property on or before the Effective Date which are merely discovered by Licensee), and (iii) the use or occupancy or manner of use or occupancy of the Licensor Property or any injury or damage caused by Licensee, or any person at or occupying the Licensor Property through Licensee.

(b) Licensor shall indemnify, defend and hold Licensee harmless from and against any and all Losses to the extent incurred in connection with or arising from any of the following: (i) any default by Licensor in the performance of its obligations under this Agreement, or the failure of any representation made by Licensor in this Agreement, and (ii) the gross negligence or intentional misconduct of Licensor.

(c) The terms of this Section shall survive the expiration or sooner termination of this Agreement.

(d) As used herein, "**Hazardous Materials**" means any substance or material defined, designated, or otherwise regulated as a hazardous, toxic, radioactive, polluting, restricted,

or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, chemical, waste material or substance, or other similar term by any federal, state or local environmental statute, regulation or ordinance presently or hereinafter in effect, as such statute, regulation or ordinance may be amended from time to time, including without limitation, oil, petroleum, asbestos, electrical equipment that contains mercury or polychlorinated biphenyls, lead-based paint, mold, per- and poly-fluoroalkyl (PFAS), and any constituent or derivative of any of the foregoing and any admixture or solution containing any of the foregoing. (collectively, the “**Hazardous Materials Laws**”).

10. Licensee’s Risk. Licensor is not obligated to provide security of any kind to the Licensed Property, and Licensor shall not be liable for any defects or negligence in the implementation of any security measures that Licensor may, in its sole discretion, elect to provide. Licensee shall, at all times during the Term hereof and for such further time as Licensee shall occupy the Licensed Property or any part thereof, keep all effects and property of every kind, nature and description of Licensee and of all persons claiming by, through or under Licensee which, during the continuance of this Agreement or any occupancy of the Licensed Property by Licensee or anyone claiming under Licensee, may be in the Licensed Property, at the sole risk of Licensee, and if the same shall be lost or damaged by any cause, no part of said loss or damage is to be charged to or to be borne by Licensor, except to the extent arising as a result of the gross negligence or willful misconduct of Licensor. Licensee hereby releases and relieves Licensor and waives its entire right of recovery against Licensor, for any loss or damage arising out of or incident to Licensee’s activity on the Licensed Property. The release contained in this Section 10 shall survive the termination or expiration of this Agreement and shall be binding on the successors and assigns of Licensee.

In giving the foregoing releases and waivers, Licensee expressly waives any and all rights conferred upon it by the provisions of California Civil Code Section 1542, which Licensee understands reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, that may arise from or relate in any way to Licensee’s use of the Licensed Property under this Agreement.

11. Surrender. By no later than the last day of the Term or earlier termination as provided herein, Licensee shall (a) restore the Licensed Property to its condition as of the Effective Date (and free and clear of all mechanic’s liens not recorded against the Licensed Property as of the Effective Date and of Licensee’s personal property including, without limitation, all construction materials, equipment, mobile offices and refuse as may have been placed thereon by Licensee), subject to inspection by Licensor, and (b) hydroseed the Licensed Property for soil

stability pursuant to a plan mutually agreed to by the parties hereto.

12. Successors and Assigns. The covenants and agreements set forth in this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto.

13. Default. Upon a breach of this Agreement by either party, which breach the defaulting party fails to cure within ten (10) days following receipt of written notice thereof from the non-defaulting party, the non-defaulting party may exercise any or all of its rights available at law and in equity. In all events, for any breach of this Agreement by any party liable hereunder, such damages shall always be limited to direct and actual costs incurred to correct such breach and shall exclude indirect, incidental, punitive and consequential damages. Licensor and Licensee agree that, notwithstanding anything contained herein to the contrary, the failure, or alleged failure, of either party to perform any or all of its obligations, covenants or agreements contained herein or imposed as a matter of law, shall never serve or be used or claimed as a ground for claiming or declaring the License established herein as being terminated or terminable by either party, but instead shall give rise to an action in damages or for specific performance, it being understood that none of such obligations, covenants, or agreements is a condition to the continued use and enjoyment of the License established herein; provided, however, that in the event Licensee should engage in any illegal activity upon the Licensed Property or violates the assignment restrictions of Section 18, this Agreement may be terminated by Licensor immediately with written notice provided to Licensee.

14. No Estate Conveyed; No Recording. This Agreement does not and shall not be deemed to (a) constitute a lease or a conveyance of personal or real property by Licensor to Licensee or (b) confer upon Licensee any right, title, estate or interest in the Licensed Property. This Agreement shall not be recorded in the Official Records of Alameda County.

15. Notices. Notices hereunder shall be in writing and shall be delivered by hand or national overnight delivery service, postage prepaid, return receipt requested, or by electronic transmission:

If to PSHI LP: Lakehurst and Mosley LP
c/o Housing Authority of the City of Alameda 701
Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

If to Seniors LP: Mabuhay and Lakehurst LP
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

If to Licensor: Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

Attention: Executive Director

(or to such other address or addresses as may from time to time hereafter be designated by a party by written notice to the other in the manner set forth herein). All such notices shall be effective when delivered in hand (provided the party delivering the same shall prepare and present to the recipient for signature, a suitable receipt evidencing such delivery) by national overnight delivery service or by electronic transmission.

16. Entire Agreement; No Waiver. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Agreement cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.

17. Governing Law. This Agreement has been made under and shall be construed and interpreted under and in accordance with the laws of the State of California. The Parties waive any right to object to the applicability of the laws of the State of California, or claim exclusive jurisdiction outside the State.

18. Authority. Licensee represents and warrants to Licensor that the individual executing this Agreement has the requisite authority to legally bind Licensee to this Agreement and all of the terms hereof. Licensor represents and warrants to Licensee that the individual executing this Agreement has the requisite authority to legally bind Licensor to this Agreement and all of the terms hereof.

19. Broker. Each party represents and warrants to the other that it has not entered into any agreement or incurred or created any obligation which might require the other party to pay any broker's commission, finder's fee or other commission or fee relating to the leasing of the Licensed Property. Each party shall indemnify, defend and hold harmless the other and the other's constituent partners and their respective officers, directors, shareholders, agents and employees from and against all claims for any such commissions or fees made by anyone claiming by or through the indemnifying party. The obligations of each party under this Paragraph shall survive the expiration of the Term or earlier termination of this Agreement.

20. Assignments. This Agreement and the rights granted hereunder are personal to Licensee. Licensee may not assign, sell, transfer (including, but not limited to, any sub-license), encumber, pledge, or otherwise hypothecate ("**Transfer**") any part of this Agreement or any rights hereunder without the prior written consent of Licensor, which may be withheld in Licensor's reasonable discretion. Any Transfer by Licensee without Licensor's consent shall be void *ab initio* and a basis for immediate termination of this Agreement. In the event that Licensor does consent to a Transfer in writing, such consent shall not relieve Licensee of liability under this Agreement.

21. Execution and Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and when taken together shall constitute one instrument. Signatures of the parties hereto on copies of this Agreement transmitted by electronic

mail shall be deemed originals for all purposes hereunder, and shall be binding upon the parties hereto. The use of an electronic signature (“**E-Signature**”) by either or both parties in executing this Agreement shall constitute the legal equivalent of a manual or handwritten signature as if the party/ies signed this Agreement in writing. No certification authority or other third-party verification shall be required to validate the E-Signature/s, and the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature/s or this Agreement.

NOW THEREFORE, Licensor and Licensee have executed this Agreement as of the day and year first above written.

Licensee:

Lakehurst and Mosley LP,
a California limited partnership

By: ICD Lakehurst LLC,
a California limited liability company,
its managing general partner

By: Island City Development,
a California nonprofit public benefit corporation,
its sole manager

By: _____
Vanessa Cooper, President

Mabuhay and Lakehurst LP,
a California limited partnership

By: ICD Mabuhay LLC,
a California limited liability company,
its managing general partner

By: Island City Development,
a California nonprofit public benefit corporation,
its sole manager

By: _____
Vanessa Cooper, President

Licensor:

Housing Authority of the City of Alameda,
a public body corporate and politic

By: _____
Vanessa Cooper
Executive Director

Exhibit A-1

Licensor Property

[attached]

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Alameda, State of California, and is described as follows:

PARCEL ONE:

Portion of Parcel 1, as said Parcel 1 is described in that certain Deed recorded February 14, 1955, in [Book 7567 of Official Records, at Page 117](#), in the Office of the County Recorder of Alameda County, a portion of that certain parcel of land described in that certain Deed recorded August 10, 1966, in [Reel 1821, Image 494](#) of Official Records, in said Office of the County Recorder of Alameda County, and a portion of that certain parcel of land described in that certain document entitled "Judgment" recorded December 21, 1951, in [Book 6618 of Official Records, at Page 339](#), in said Office of the County Recorder of Alameda County, also being a portion of Parcel 2, as said Parcel 2 is shown and so designated on that certain Record of Survey No. 1816, filed June 6, 2003, in [Book 28 of Records of Survey, at Page 14](#), in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at a point on the Eastern line of said Parcel 2 (28 RS 14), said point being the Northern terminus of that certain course designated as "North 2° 46' 51" East 1167.37 feet" on sheet 8 of 12 of said Record of Survey (28 RS 14), said point also being a point on the Western line of that certain parcel designated as "Fisc South" in that certain Deed recorded August 2, 2001, in Document No. [2001-280973](#) of Official Records, and re-recorded on June 2, 2003, in Document No. [2003-316321](#) of Official Records, in said Office of the County Recorder of Alameda County, said point is also the Southeast corner of that certain parcel of lands described in the Quitclaim Deed recorded November 12, 2009 as Document Number [2009-356111](#) of Official Records in said Office of the County Recorder of Alameda County; THENCE from said point of commencement, along the Eastern line of said Parcel 2 (28 RS 14), South 2° 46' 51" West 297.85 feet to the POINT OF BEGINNING for this description; THENCE from said POINT OF BEGINNING, continuing along said Eastern line of Parcel 2 (28 RS 14), South 2° 46' 51" West 863.24 feet to a point on the Southern line of said Parcel 1 (7567 OR 117); said point also being the Southeast corner of Parcel 1A, as said Parcel 1A is shown and so designated on that certain Record of Survey No. 2113, recorded May 1, 2007, in [Book 31 of Records of Surveys, at Page 98](#), in said Office of the County Recorder of Alameda County; THENCE , along said Southern line of Parcel 1 (7567 OR 117), North 87° 13' 09" West 351.25 feet to the Northeastern corner of Parcel 2B of those certain lands transferred to the Department of Homeland Security, U.S. Coast Guard Maintenance and Logistics Command Pacific through the Department of Navy (DOD) by that certain document entitled "Transfer and Acceptance of Military Real Property" (DD Form 1354), dated March 11, 2008, said Parcel 2B also being shown and so designated on said Record of Survey No. 2113 (31 RS 98); THENCE , from said Northeastern corner of Parcel 2B (31 RS 98), along the Northern line of said Parcel 28 (31 RS 98), North 89° 07' 34" West 75.28 feet; THENCE , leaving said Northern line of Parcel 2B, North 2° 46' 51" East 2.51 feet to the Southwestern corner of Parcel 1 (7567 OR 117); THENCE , from said Southwestern corner of Parcel 1 (7567 OR 117), along the Western line of said Parcel 1 (7567 OR 117), North 02° 46' 51" East 516.12 feet; THENCE leaving said Western line, North 56° 50' 14" West 350.08 feet; THENCE North 49° 20' 23" East, 125.00 feet to the BEGINNING of a non-tangent curve, concave to the East, having a radius of 331.00 feet, from said point a

radial line bears North 49° 18' 06" East; THENCE Northerly along said curve, through a central angle of 42° 42' 46", an arc length of 246.75 feet; THENCE North 2° 00' 52" East, 86.90 feet; THENCE South 88° 06' 00" East, 68.10 feet to the BEGINNING of a non-tangent curve, concave to the Southeast, having a radius of 25.00 feet, from said point a radial line bears South 88° 06' 00" East; THENCE Northeasterly along said curve, through a central angle of 103° 27' 25", an arc length of 45.14 feet to the beginning of a reverse curve, concave to the North, having a radius of 378.00 feet, from said point a radial line bears North 15° 21' 25" East; THENCE Easterly along said reverse curve, through a central angle of 12° 43' 17", an arc length of 83.93 feet; THENCE South 87° 21' 52" East, 191.10 feet; THENCE South 2° 38' 08" West, 244.25 feet; THENCE South 87° 21' 52" East, 356.17 feet to the POINT OF BEGINNING.

Courses are based on the California Coordinate System of 1983, Zone 3. Distances shown are ground distances. To obtain grid distances divide ground distances by the combined scale factor of 1.00007055, as shown on that certain Record of Survey No. 1816, filed June 6, 2003, in [Book 28 of Records of Survey at Page 14](#), Alameda County Records.

APN: 074-0905-012-09

PARCEL TWO:

A portion of that certain parcel of land described in Exhibit "A-2" as Roadway Dedication in that certain Quitclaim Deed recorded May 30, 2019, as [Document No. 2019-100991](#) of Official Records, Alameda County Records, and a portion of that certain parcel of land described in that certain Quitclaim Deed recorded June 29, 2015, as [Document No. 2015-179319](#) of Official Records, Alameda County Records, more particularly described as follows:

BEGINNING at a point on the boundary line of said Roadway Dedication, said point begin the Northeastern corner of that certain parcel of land described in that certain Quitclaim Deed recorded May 30, 2019, as Document No. 2019-100995 of Official Records; THENCE from said POINT OF BEGINNING, along said boundary line, the following four (4) courses: 1) North 87° 21' 52" West 191.10 feet, 2) along the arc of a tangent 378.00 foot radius curve to the right, through a central angle of 12° 43' 17", an arc distance of 83.93 feet, 3) along the arc of a reverse 25.00 foot radius curve to the left, from which the center of said curve bears South 15° 21' 25" West, through a central angle of 103° 27' 25", an arc distance of 45.14 feet, and 4) North 88° 06' 00" West 26.60 feet; THENCE leaving said boundary line, North 02° 00' 52" East 43.65 feet; THENCE along the arc of a tangent 10.00 foot radius curve to the right, through a central angle of 98° 29' 20", an arc distance of 17.19 feet; THENCE along the arc of a compound 334.00 foot radius curve to the right, from which the center of said curve bears 10° 30' 12" West, through a central angle of 09° 23' 50", an arc distance of 54.78 feet; THENCE along the arc of a reverse 275.00 foot radius curve to the left, from which the center of said curve bears North 19° 54' 02" East, through a central angle 17° 15' 54", an arc distance of 82.87 feet; THENCE South 87° 22' 52" East 185.52 feet; THENCE South 02° 38' 52" West 13.60 feet to said POINT OF BEGINNING.

APN's: Portion of 074-0905-010-12 and Portion 074-0905-010-03

Exhibit A-2

Licensed Property

[attached]

ASSESSOR'S MAP 74

Code Area Nos. 21-005

1384

SCALE: 1" = 100'

(A) TR. 8561 369/95-100



AVENUE

905

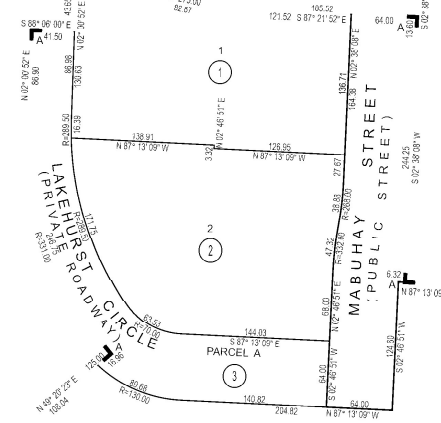
1370

MOSLEY AVENUE

905

905

1371



PARCEL B
5.22 AC.±

(4)

905

SINGLETON AVENUE

SINGLETON AVENUE
(PUBLIC STREET)

SINGLETON AVENUE

REMAINDER
3.37 AC.±

(5)

1374

BETTE STREET (private street)

21-004
21-007

905

RE/USED:

DRAWN: 12-21-23 GHB

FORMERLY: 74-905

TRA: 007A

REF:

R.S. 2488 38/98-100
R.S. 295 6/42
R.S. 1765 27/20-23
R.S. 1521 24/14

HPN: 7

IND PG: 1

Exhibit B-1

PSHI Property

The Land is situated in the County of Alameda, City of Alameda, State of California, and is described as follows:

PARCEL ONE:

BEING A PORTION OF LOT 1, SAID LOT 1 IS SHOWN AND SO DESIGNATED ON THE FINAL MAP FOR TRACT 8561 ENTITLED "NORTH HOUSING SITE - PHASE 1", FILED FOR SS OCTOBER 25, 2023, IN BOOK 369 OF MAPS, AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID LOT 1;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERN AND NORTHERN LINES OF SAID LOT 1,

THE FOLLOWING SIX (6) COURSES:

1) ALONG THE ARC OF A 289.50 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 88°46'13" EAST, THROUGH A CENTRAL ANGLE OF 03°14'39", AN ARC DISTANCE OF 16.39 FEET,

2) NORTH 02°00'52" EAST 130.63 FEET,

3) ALONG THE ARC OF A TANGENT 10.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 98°29'20", AN ARC DISTANCE OF 17.19 FEET,

4) THENCE, ALONG THE ARC OF A COMPOUND 334.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 10°30'12" WEST, THROUGH A CENTRAL ANGLE OF 09°23'51", AN ARC DISTANCE OF 54.78 FEET,

5) ALONG THE ARC OF A REVERSE 275.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 19°54'02" EAST, THROUGH A CENTRAL ANGLE OF 17°15'54", AN ARC DISTANCE OF 82.87 FEET, AND

6) SOUTH 87°21'52" EAST 13.54 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 02°46'51" WEST 46.29 FEET;

THENCE, SOUTH 87°29'17" EAST 6.66 FEET;

THENCE, SOUTH 02°38'33" WEST 80.86 FEET;

THENCE, SOUTH 88°04'29" EAST 2.69 FEET;

THENCE, SOUTH 02°59'38" WEST 9.36 FEET TO A POINT ON THE SOUTHERN LINE OF SAID LOT 1;

THENCE, ALONG SAID SOUTHERN LINE, THE FOLLOWING THREE (3) COURSES:

1) NORTH 87°13'09" WEST 28.14 FEET,

2) NORTH 02°46'51" EAST 3.32 FEET, AND

3) NORTH 87°13'09" WEST 138.91 FEET TO SAID POINT OF BEGINNING.

APN's: portion 074-0905-012-09, ptn 074-0905-010-12 & ptn 074-0905-010-03

PARCEL TWO:

A non exclusive easement as an appurtenance to Parcel One above and any subdivision thereof, for the purpose of a roadway, for private access, ingress and egress of vehicles, pedestrians and animals, public utilities, emergency vehicle access, and rights incidental thereto, on, over, under and across the area designated Parcel A as shown on the map filed October 25, 2023 in Book 369 of Maps, page 95, Alameda County records.

PARCEL THREE:

Non exclusive easements upon the term and provisions, for access, parking, pathway and maintenance, created in reference to the premises in the Instrument entitled "Declaration Providing for Reciprocal Easements, Joint Use and Maintenance" recorded January 31, 2024 as Instrument No. 2024014998 of Official Records.

Exhibit B-2

Seniors Property

The land referred to is situated in the County of Alameda, City of Alameda, State of California, and is described as follows:

PARCEL ONE:

Lot 2, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

APN's: Portion 074-0905-012-09

PARCEL TWO:

A non exclusive easement as an appurtenance to Parcel One above and any subdivision thereof, for the purpose of a roadway, for private access, ingress and egress of vehicles, pedestrians and animals, public utilities, emergency vehicle access, and rights incidental thereto, on, over, under and across the area designated Parcel A, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

PARCEL THREE:

Non exclusive easements upon the term and provisions, for access, parking, pathway and maintenance, created in reference to the premises in the Instrument entitled "Declaration Providing for Reciprocal Easements, Joint Use and Maintenance" recorded January 31, 2024 as Instrument No. 2024-14998 of Official Records.

Exhibit C

Acknowledgment

The undersigned, as an agent or contractor of Lakehurst and Mosley LP, a California limited partnership, and/or Mabuhay and Lakehurst LP, a California limited partnership (together, “**Licensee**”), hereby acknowledges receipt of the foregoing License Agreement (this “**Agreement**”) dated for reference purposes as of November 1, 2024, among Licensee and the Housing Authority of the City of Alameda, a public body corporate and politic (“**Licensor**”), and agrees to comply with the terms thereof.

By: _____
Name: _____
Title: _____



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: Sepideh Kiumarsi, Management Analyst

Date: December 18, 2024

Re: Accept an Update on the Housing Authority of the City of Alameda's (AHA) Independence Plaza Restore-Rebuild (Formerly Faircloth-to-RAD) Efforts and Authorize an Agreement with Alameda Affordable Housing Corporation (AAHC) to Remain As the Property Manager.

BACKGROUND

Independence Plaza (IP) is a property that was originally developed by the Housing Authority of the City of Alameda (AHA) in 1990 and has been continuously owned and operated in good condition. In 2019, AHA transferred the property (including both the land and improvements) to the Alameda Affordable Housing Corporation (AAHC) and provided a \$34,200,000 seller carryback loan to cover the market value of the property. AAHC made payments on that loan in recent years.

Independence Plaza consists of five (5), four-story multifamily residential buildings situated between the Atlantic and Constitution Avenues. The project has a total of 186 units - 159 one-bedroom, one-bathroom units and 27 two-bedroom, one-bathroom units. Ten (10) units are accessible, and four (4) units have sight/hearing features; twenty (20) other units were upgraded recently for accessibility features. The site contains a community room, laundry, elevators, property management and social service offices and parking. The property currently has a project-based voucher (PBV) contract for thirty-two (32) units with an expiration date in 2040. This PBV HAP contract includes seven (7) Veterans Affairs Supportive Housing (VASH) PBV units; the possibility of expanding the number of VASH PBV units to ten (10) units at this site are under discussion with the HUD field office, as discussed further below.

The City, through its residual Redevelopment Agency funding, currently subsidizes the property up to \$2.5M per year. However, this subsidy will run out in 2026 or 2027, so staff have been planning for eight (8) years to replace this funding source and to fill the budget gap.

In June 2023, the Board received a presentation on the Faircloth to RAD, which has



been renamed to the "Restore-Rebuild" Program, from Rod Solomon of Hawkins, Delafield and Wood, LLP. Staff have been working with him since then on the proposal. During that same Board meeting, the Board authorized Resolution 1054 to approve an application for, and implementation of, a Restore-Rebuild (formerly Faircloth to RAD) program for Independence Plaza.

In May 2024, the Board approved an application and up to a \$3M grant to this project through the Alameda Affordable Housing Trust Fund (AAHTF) and a State of California Local Housing Trust Fund (LHTF) application. Staff submitted the LHTF application on September 17, 2024. AHA has not yet received an update on the award and this was not included as part of the final closing with HUD.

As discussed in previous Board updates, the Independence Plaza Restore-Rebuild (formerly Faircloth to RAD) transaction is a transfer of Independence Plaza, without refinancing or rehabilitation, which was proposed to financially restructure its operations to deal with an expiring operating subsidy and permanent loan.

In June 2024, the Board approved the submission of a Mixed Finance Development Proposal (MFDP) to HUD to initiate this transaction. The MFDP was submitted on July 11, 2024. During the September 2024 Board meeting, staff conducted a Public Hearing for a Significant Amendment to the Annual Plan and Moving to Work Supplement for Fiscal Year 2024-2025 and received approval from the Board to submit this amendment to HUD for approval. AHA received HUD approval of its Significant Amendment regarding the Elderly preference on October 18, 2024, and of the Site and Neighborhood Standards for the Restore-Rebuild (formerly Faircloth to RAD) program at Independence Plaza on November 15, 2024, with civil-rights related concerns expressed.

In November 2024, the Board authorized the AHA to exercise its purchase agreement option (approved in March 2020) to transfer the land and improvements from Alameda Affordable Housing Corporation (AAHC) to the Housing Authority of the City of Alameda (AHA) at closing. The Board also authorized the AHA to cancel its existing \$34,200,000 loan and provide a grant of up to \$4M to meet HUD's requirements for the Restore-Rebuild (formerly Faircloth to RAD) transaction.

The Restore-Rebuild (formerly Faircloth to RAD) program required a two-step process which puts the property into Public Housing and then transitions the property into private general occupancy housing with Project-Based Voucher assistance tied to certain units.

DISCUSSION

The staff wishes to update the Board on additional details regarding the Restore-Rebuild (formerly Faircloth to RAD) application to HUD and other refinements.

The Restore-Rebuild program requires the same two-step process as Faircloth to RAD which puts the property into Public Housing and then transitions the property into private

housing with a project-based voucher program. The initial step required underwriting by the Office of Public and Indian Housing and approval as conventional Public Housing. The City Council of Alameda supported the initial Public Housing approval with a Cooperation Agreement regarding local assessments and services. The second step required approval from the Rental Assistance Demonstration (RAD) program. The Cooperation Agreement terminates with fulfillment of the second step and notification to HUD.

Closing activities

In regard to the application timeline and process, the AHA received approval from HUD to move forward with the Public Housing closing and transfer of the property on November 20, 2024. Public housing use restrictions were executed on November 20, recorded on November 25 and released on November 26. The second closing adding RAD PBV vouchers, the RAD use agreement and recording of removal from Public Housing occurred on November 27, 2024. A subordination of the AHA's standard affordability agreement to HUD was also recorded. Legal opinions were provided to HUD from General Counsel (Goldfarb & Lipman LLP) and Washington DC Counsel (Hawkins, Delafield & Wood LLP).

HAP contract

The Rental Assistance Demonstration (RAD) for the Conversion of Public Housing to the Section 8 Project-Based Voucher (PBV) Program Housing Assistance Payments (HAP) Contract went into effect on December 1, 2024, and includes 120 units of which 115 are 1-bedroom units and 5 are 2-bedroom units as authorized by HUD through the Notice of Anticipated RAD Rents (NARR). Ineligible units, such as those units currently filled by tenant-based voucher holders or unsubsidized tenants who declined to join the PBV program under the Restore-Rebuild program, were removed temporarily as part of a PBV HAP Contract amendment promptly per HUD's direction.

Leasing and contract activities

The AHA's total Faircloth limit is 120 units, which the AHA decided to use fully at Independence Plaza. 116 units were occupied at the time of HUD's Commitment to enter Housing Assistance Payments (CHAP) issuance on November 20, 2024, imposition of the Public Housing Declaration of Trust/Restrictive Covenants on the same day, its recording on November 25, 2024, its release on November 26, 2024, and the RAD HAP Contract effective date of December 1, 2024. Following HUD's guidance, AHA added 120 units to the public housing information system without tenant data; HUD staff removed these units after the second close on November 27, 2024. Again following HUD's guidance, the HAP contract for all 120 units was signed on November 27, 2024, to be effective on December 1, 2024, and the AHA removed 66 units not containing eligible households from that contract effective December 2, 2024.

Of these 66 units, 28 households had tenant-based vouchers. Of the remaining 38 unsubsidized households in these 66 units, two (2) households were found to be income-ineligible, twenty-two (22) households opted out or did not respond after multiple outreach attempts, and fourteen (14) households did not finish the briefing and leasing

process in time. AHA staff is working with these 14 households to finish processing them and have them leased on the RAD HAP Contract as part of future contract amendments. Individual meetings will be held with those families who declined or failed to respond with their decision on participation in the PBV program. As of December 11, 2024, 54 units are on the RAD HAP Contract of which 4 units are vacant. Leasing efforts will continue until AHA has fully leased 120 RAD PBV households at this site.

Prior to the property transfer, all 120 units were also inspected by the agency's third-party inspection company and passed this inspection.

Payments

In terms of payments from HUD, AHA expects to start receiving the amounts identified in the Commitment to Enter into a Housing Assistance Payment (CHAP) Contract minus the tenant portion starting in December 2024. The amounts will come both from new HUD funding starting January 1, 2025 (approximately \$725,000 for that year) and supplemental AHA Moving to Work funds, which will be renewed with HUD funds after a one-year commitment. This is currently approximately \$90,000 in new HAP to Independence Plaza each month. Tenants covered by the HAP contract gain significant additional tenant protections under the voucher program.

AAHC and AHA Roles

AAHC signed the HAP contract as the owner and AHA signed the HAP contract as the contract administrator, with AAHC listed as owner only to meet HUD's requirements of two parties to a contract.

While the AHA is now the property owner, to meet RAD requirements, the AHA will contract with AAHC to be the property manager. With Board approval, the AHA will contract with AAHC who will contract with FPI, leaving its existing management contract in place. A new management contract between AHA and AAHC to document the new relationship is attached. Staff have chosen not to challenge this requirement by HUD at this time. However, it is possible that this management structure may not be necessary in the future because of pending HUD regulatory changes. If so, staff may revisit this agreement in the future.

Impacts to the Property Budgets

In regard to the property's budget, AAHC and AHA must approve the budget annually for Independence Plaza going forward. The budget must include an additional budget set-aside for resident services, which is \$25 for each occupied unit every year according to RAD requirements. Also, a new annual replacement reserves deposit of \$83,700, increasing at 1.95% per year, is required. AHA expects to make the first payment in December to cover the first 12 months. In addition, a HUD-required initial deposit of \$1.8 million was made on November 26, 2024. Additionally, AHA is confirming that it has paid off the existing mortgage in full and the funds were received by the lender on November 25, 2024. There will not be a formal budget change until July 1, 2025. The discontinuation of the need to make mortgage payments means there is cash to cover the additional reserve and resident costs.

Contract Rents

The final contract rents for 1-bedroom and 2-bedroom units on the new PBV HAP Contract are \$2,250 and \$2,871 (net of utility allowances), respectively. Rent increases under the Restore-Rebuild PBV HAP contract will be effective starting in 2026 and will be based on the Operating Cost Adjustment Factors (OCAF) published by HUD in that year as required by Restore-Rebuild regulations. Non-RAD PBV units under the existing contract will have a rent increase effective July 1, 2025 under AHA's approved MTW activity and will be based on the rent reasonableness and AHA's Payment Standard. Units that remain unsubsidized will continue to have an annual rent increase based on the maximum allowed for private market units in Alameda. For 2025, this amount is 8.2%.

In regard to the status of VASH PBV units, AHA has leased six VASH PBV units at Independence Plaza to date, but HUD expressed concern regarding these units and staff were not able to add them to the transaction documents prior to closing. AHA is working with the HUD San Francisco Field Office to resolve any concerns.

Property Upgrades

In terms of the timeline of the current rehabilitation work, there is minor work left to be done. The exterior work will be completed in early December 2024. AHA expects to finish work on thresholds, door ramps, and renovation of the community kitchen for accessibility features by the end of January 2025. AHA also expects to finish upgrades to the exterior landscape by the end of June 2025. Please refer to the monthly construction Board reports. Staff is reviewing the applicability post close of HUD's "Section 3" rule which prioritizes providing jobs for residents and awarding contracts to businesses who employ individuals receiving certain types of HUD financial assistance.

ACOP

During the Public Housing program phase, AHA was required by HUD to draft an Admissions and Continued Occupancy Policy (ACOP) which would govern AHA's Public Housing units at Independence Plaza for the short amount of time that the units were Public Housing. Now that these units have been removed from the Public Housing program, AHA is discontinuing its ACOP and making it ineffective as of December 1, 2024.

Right to Move

The 120 units at Independence Plaza mentioned above have been converted to Project-Based Vouchers (PBV) which allows qualified residents of those units to request a tenant-based voucher after living in the property for one year. Residents who request a tenant-based voucher from the AHA will receive priority for AHA's next available voucher, will not need to complete a full Housing Choice Voucher (HCV) application and will be able to request a voucher even if the HCV wait list is closed. Tenants in the VASH PBV and existing Project-Based units have similar rights after 12 months as explained in AHA's Administrative Plan.

Grievance Procedures

The Restore-Rebuild Program imposes grievance and lease termination provisions that are available for public housing units. HUD required that this be applied also to the PBV units at the site not under the Restore-Rebuild program. A lease addendum was sent to those households.

Longer Notice Periods

The Restore-Rebuild conversion requires that the tenant be offered at least 14 days to cure most legal notices. FPI has been informed and from January 1, 2025, will be using a 30-day notice, which aligns with the California requirements for vacating a unit. No notices for nonpayment will be issued in December at the property while tenants get used to paying the new portion.

FSS Participation

Restore-Rebuild PBV households may choose to participate in AHA's Family Self-Sufficiency (FSS) program, which is a voluntary program that helps families obtain and maintain living wage employment (meaning jobs that provide enough income to cover a family's basic needs) by connecting residents to services like childcare, transportation, education, job training, employment counseling, job placement, and substance or alcohol abuse treatment or counseling. These options and resident rights were explained at an in-person tenant meeting hosted at Independence Plaza. Tenants in PBV and HCV units have similar rights to participate in FSS as explained in AHA's Administrative Plan.

Right to Return

Post closing, HUD raised a "right to return" issue regarding the transfer from Public Housing to RAD. However, no tenants were displaced in this process and all eligible tenants were offered a voucher and thus, HUD determined that AHA has already met the Right to Return requirements. Current unsubsidized tenants who did not accept the voucher will be added to the new wait list.

Disaster Plan

As part of the process, AHA updated and expanded its disaster plan. This will be used as a template for other buildings.

Elderly Families Preference and Wait list

In a letter dated November 21, 2024, the FHEO division of HUD raised civil rights concerns regarding the general occupancy with elderly families preference status proposed for Independence Plaza. The same letter asked for some changes to the wait list process. All changes requested were made for the wait list process and a letter was sent to FHEO confirming such changes.

Change of Ownership notice

Per California law, all tenants were notified of the change of ownership in writing within 10 days of the change.

Conclusion

Staff from all departments of AHA and FPI worked closely together over 2 weeks to complete this transaction in record time and to ensure the many moving pieces were addressed before the Thanksgiving holiday. In its Rental Assistance Demonstration (RAD) Conversion Commitment, HUD acknowledges that "Independence Plaza is the first acquisition-only Restore-Rebuild (formerly Faircloth to RAD) Conversion."

AHA's next steps will be to: submit any required documents to HUD, hold a tenant meeting in December 2024 to further explain tenant rights, continue leasing the property, and take care of any necessary accounting items. T

FISCAL IMPACT

AHA approved up to \$4 million of agency funds for this transaction, and approximately \$3.5 million was used, including making the initial reserve deposit and prepayment of the former mortgage. The additional subsidy received is expected to be \$2.6-\$3.2 million per year for 20 years once all vouchers are fully leased and in place. Full voucher use may take several years to achieve. Income from the Independence Plaza property will increase significantly now that the new vouchers are in place and as subsequent vouchers are added. At full utilization, this transaction will substantially offset the impact of the expiring CIC funds. AHA has incurred about \$335,000 and expects to incur another \$100,000 in related consulting, legal fees, translation, and other costs related to AHA's Restore-Rebuild (Faircloth-to-RAD) efforts.

CEQA

Not Applicable.

RECOMMENDATION

Accept an Update on the Housing Authority of the City of Alameda's (AHA) Independence Plaza Restore-Rebuild (Formerly Faircloth-to-RAD) Efforts and Authorize an Agreement with Alameda Affordable Housing Corporation (AAHC) to Remain As the Property Manager.

ATTACHMENTS

1. AAHC and AHA Property and Asset Management Agreement

Respectfully submitted,
Sepideh Kiumarsi
Sepideh Kiumarsi, Management Analyst

PROPERTY AND ASSET MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made effective December 1, 2024, by and between Alameda Affordable Housing Corporation ("Agent"), and The Housing Authority of the City of Alameda, ("Owner").

RECITALS

WHEREAS, Owner is the owner of certain residential improved real property located in Alameda, California, commonly known as Independence Plaza (186 units), ("Property"); and

WHEREAS, Owner desires to obtain the services of Agent for the purpose of managing and operating the Property, and Agent desires to provide such services; and

WHEREAS, the Owner requires Agent to meet **THE OVERALL GOALS** for this Property as follows:

- To provide a desirable, well maintained, habitable, and affordable place to live for a racially and ethnically integrated resident population, without regard to race, religion, sex, color, family status, disability status, national origin, marital status, ancestry, gender identity or sexual orientation;
- To house eligible and responsible residents and maximize occupancy and rent collection efforts;
- To provide effective and timely services for the residents;
- To meet the financial objectives of the Owner as described in the Property budget;
- To ensure regular, effective communication between management staff and residents;
- To implement regulatory requirements and operation consistent with law;
- To maintain the physical housing resource for the projected useful life; and

WHEREAS, the Owner requires that the Agent meet **THE PERFORMANCE GOALS** for this Property as follows:

- A vacancy rate no higher than 5% (defined as vacancy loss in dollars as a percentage of gross potential rent for the period measured);
- A collection rate no less than 99% (defined as total (resident and subsidy) cash collected as a percentage of total rent billed);
- Operation of the Property within the approved annual operating budget;
- Average days vacant not to exceed 30 calendar days for units.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Agent agree as follows:

1. Appointment of Agent. Owner hereby appoints Agent and Agent hereby accepts appointment on the terms and conditions set forth in this Agreement and its attachments, as Owner's exclusive agent to manage, operate, supervise, and lease the Property and, except as expressly stated otherwise in this Agreement, to perform those actions necessary to fulfill Owner's obligations to any government agencies with authority over the Property, copies of which Owner has provided to Agent.
2. Term. This Agreement shall be in effect for twenty (20) years commencing December 1, 2024 and terminating December 1, 2044. This agreement may be renewed for two additional 1-year terms subject to the approval of both parties.
3. Compensation. Owner's compensation to Agent for Agent's services hereunder shall be as provided in Exhibit A attached hereto and incorporated herein by this reference. The Agent may transfer Agent's Fee from the Operating Account (described in Section 6) on the first day of the month following the month in which Agent's services were performed. Agent's fee is considered an operating expense of the Property. In the event of commencement or termination of this Agreement other than on the first or last day of a month, respectively, Agent's Fee shall be prorated to the effective date of such commencement or termination, based upon a thirty (30) day month.
4. Expenses of Owner. Except as expressly stated otherwise in this Agreement, all contractual obligations that Agent incurs to third parties in the course of managing the Property pursuant to this Agreement, which are included in the Owner-approved Annual Budget, shall be obligations of Owner (Owner Obligations) and Agent is authorized to pay Owner Obligations up to the maximum amount provided for in the Owner-approved Annual budget for that expense category from Owner's Operating Account (described in Section 6) without Owner's further approval unless specifically required elsewhere in this Agreement.
5. Duties and Responsibilities
 - a. General Responsibilities of Agent. Subject to the provisions of this Agreement, Agent is hereby authorized to manage, operate and lease the Property in accordance with the Owner-approved management plan, applicable regulatory agreements, and with standards of practice of professional managers of similar Property in the City of Alameda. In addition, Agent will provide other customary Property management services required for the ordinary and usual business and affairs of the Property consistent with the management, operation, leasing, and maintenance of similar Property in the City. For the purpose of this Agreement, "similar Property" means Property or projects serving generally the same population of residents and operating

pursuant to substantially the same or comparable income restrictions, programs or subsidies. If Owner requests Agent to perform services beyond the requirements of this Agreement, Agent must, prior to performing the service, provide Owner with immediate, written notice that the Agent believes that the request constitutes an additional service. Agent understands that such notice is critical to the Owner's decision to have the Agent perform the service, and if Agent fails to provide such notice, Agent will have deemed to have waived any request for additional compensation for same, which shall be negotiated by the parties based on the fees provided for in this Agreement.

b. Agent's Specific Duties and Responsibilities.

i. Collection of Monies. Agent shall use reasonable and lawful efforts and means to collect the rents and other charges due from tenants. Owner authorizes Agent to request, demand, collect, and receive funds for collection thereof in accordance with all applicable laws, regulations, ordinances or administrative grievance procedures and for the lawful dispossession of tenants, guests, and other persons from Property. Amounts expended by Agent for use of non-employee consultants or experts, including attorneys, in the performance of these duties are the responsibility of Owner and shall be paid by Agent and expensed to the Property' Operating Account.

ii. Books, Records, and Documentation

- a) Agent shall maintain either at its principal office or on the Property, to be decided at Agent's sole discretion (Agent's Principal Office), complete and separate books, records, reports, and documents relating to the management and operation of the Property, including without limitation all contracts, original leases, amendments, extensions and agreements relating to contracts and leases, annual contributions contracts, files, correspondence with tenants and prospective tenants, computations of rental adjustments, maintenance and preventive maintenance programs, schedules and logs, tenant finish and construction records, inventories of personal Property and equipment, correspondence with vendors, job descriptions, correspondence with federal, state, county, municipal authorities and governing agencies, brochures, and accounts held or maintained by Agent (all such books, records, and documents being referred to herein as "Books, Records, and Documents").
- b) Unless otherwise instructed by Owner, in writing, books and records of account shall be prepared in conformity with generally accepted accounting principles consistently applied, and HUD Handbook 4370.2. Except as approved in writing by Owner, all accounting functions shall be performed by Agent's personnel whose compensation is payable solely by Agent without reimbursement by Owner.
- c) Owner shall have the right to examine, audit and take originals and copies of all Books, Records and Documents at Agent's Principal Office at reasonable times and with prior reasonable notice.
- d) Upon request, Agent shall make all Books, Records and Documents available for examination, audit, inspection and copying by duly authorized

representatives of any public housing agency or authority with regulatory power and/or jurisdiction over the Property to the extent required by federal or state law.

- e) Agent shall provide to Owner, on a monthly and quarterly basis, financial and management information relating to the Property - including without limitation: profit and loss statements, balance sheet, general ledger, trial balance report, rent rolls, cash reconciliation statements, accounts payable reports, tenant delinquency and vacancy reports, and reports as to the status of the Security Deposit Account. Agent shall also, at the request of Owner, furnish such further reports in a manner sufficient to respond to Owner's requirements.

iii. Annual Audit. At the end of each fiscal year of the Property and up to the date of termination, Agent shall arrange and coordinate an annual audit of the books and records of the Property made by a firm of certified public accountants approved by Owner. Agent shall prepare or cause the auditor to prepare for Owner's execution all forms, reports, and returns required by any federal, state, county, or municipal authority relating to the Property. Property Audit will include a report of internal controls or compliance reports required by government contract or loan requirements. Agent's third party cost of the audit is a cost of the Owner and Agent shall pay for the audit expense from the Property' Operating Account. Agent is authorized to make requests for information from attorneys performing services on behalf of Owner for the Property as required by any accountant for the audit of the books and records of the Property. In so doing, neither Owner nor Agent intends to waive the attorney-client privilege with respect to any information which is furnished to or from such attorneys. Any response by any attorneys to such requests for information should not be construed in any way to constitute a waiver of the protection of the attorney work-product privilege with respect to any files involving the Property, Owner or Agent.

iv. Repairs and Maintenance. Agent will use due professional care to maintain the condition of the Property in the condition prescribed by Owner, including but not limited to: (I) regularly inspect the Property, (ii) take ordinary, prudent precautions against fire, vandalism, burglary and trespass on the Property, (iii) arrange to make all necessary repairs. Agent shall make no expenditures in excess of \$10,000 or the maximum amount set forth in any regulatory agreement, whichever is less, for repairs, without the prior written consent of Owner, unless (i) the Owner has approved the expenditure for such repair in the Owner-approved Annual Budget, or (ii) such repairs are emergency repairs to the Property immediately necessary for the preservation or safety of the Property, the safety of persons, or which are required to avoid suspension of necessary services to the Property (Emergency).

v. Capital Assets. Agent shall make no expenditures in excess of \$10,000 for alterations, capital improvements, renovations or replacements of furniture, fixtures or equipment, unless such expenditure is contained in the Annual Budget, without the approval of Owner. Other than replacements, Agent shall make no disposition of

fixed assets (as determined in accordance with Owner's Chart of Accounts) with an original value in excess of \$10,000 without the prior approval of Owner.

vi. Service Contracts and Equipment Leases. Agent is authorized to make and enter into all service contracts and equipment leases as are required in the ordinary course of business for the operation, maintenance, and service of the Property, and to pay the same when due, in accordance with the Owner-approved Annual Budget.

vii. Supplies and Inventory. Agent is authorized, on behalf of Owner, to purchase such supplies and expendable items as are necessary to operate the Property and when included in the Owner-approved Annual Budget. When taking bids or issuing purchase orders, Agent shall use commercially available reasonable and prudent efforts to secure for Owner's benefit any discounts, commissions, or rebates obtainable in connection with such purchases. All such discounts, commissions or rebates shall inure to the benefit of the Property and Owner. In no event may a commission or rebate inure to the benefit of Agent, its officers, employees or subcontractors, or to other Property that Agent may be managing.

viii. Insurance. Owner shall place and keep in force usual and customary insurance against direct physical loss or damage to the Property, as well as commercial general liability coverage at reasonable limits. All insurance shall be in conformity with the requirements of any mortgages of the Property. The cost is an Owner Obligation to be paid by Agent from the Operating Account. Agent shall obtain and keep in Insurance coverages as listed in Exhibit B. Agent shall not knowingly permit the use of the Property for any purpose which might void any policy of insurance relating to the Property, increase the premium otherwise payable or render any loss there under uncollectible.

ix. Debt Service, Taxes and Assessments Agent shall process and pay debt service, taxes, impositions, or assessments relating to the ownership or operation of the Property, including, without limitation, improvement assessments, real estate taxes, personal Property taxes, taxes on income or rents, or any charges similar to or in lieu of any of the foregoing, from the Operating Account. Agent shall verify bills for real estate, personal Property or other taxes, improvement assessments, and other similar charges which are or may become liens against the Property or which may be levied on the basis of ownership or operation of the Property. Agent shall annually make a review of and submit a report on, all real estate, personal Property and other taxes and all assessments affecting the Property. Agent shall timely file all personal Property and Property tax returns after review of such returns by Owner.

x. Cooperation and Collaboration. Agent shall be required to cooperate and collaborate with independent social services providers and other community support agencies. Agent shall cooperate with law enforcement including community policing activities or events that may take place at the Property.

xi. Compliance with Legal Requirements

- a) Agent shall use reasonable means to become aware of, and shall take such actions as Agent deems prudent and necessary to comply with any laws, regulations orders, plans or requirements affecting the use or operation of the Property by any federal, state, county, or municipal agency or authority, including but not limited to compliance with and participation in administrative grievance procedures.
- b) Owner shall provide Agent with all information necessary for Agent to be fully informed as to the nature and extent of all programs applicable to the Property, including, but not limited to, providing copies of regulatory agreements, management plan, tenant selection criteria, restrictive covenants or other instruments, whether or not recorded, against the Property which contain operating covenants or restrictions.
- c) Agent shall prepare, execute, and, file any customary and standard reports and documents required by an applicable governmental or funding authority.
- d) Agent covenants and agrees to obtain and maintain all licenses and permits necessary for the conduct of its business as Agent of the Property. Licenses and permits specific to the Property are an Owner Obligation payable from the Property's Operating Account.

xii. Initiation of Legal Proceedings and Defense of Claims. Agent will attempt to secure each tenant's full compliance with the terms of his/her lease The Agent may lawfully terminate any tenancy when, in the Agent's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of the tenant's lease. The Agent is authorized to consult with and retain legal counsel of its choosing for such legal actions as Agent reasonably believes to be necessary, including, but not limited to bringing actions for eviction and executing notices to vacate and judicial pleading incident to such actions. Such actions may be brought in the name of Agent as agent for Owner. Agent further is authorized to consult and retain legal counsel for the prosecution of such claims relating to the enforcement of Owner's rights under lease agreements. Owner will reimburse Agent for reasonable attorney's fees and costs related to Agent's prosecution of such litigation from the Property's Operating Account.

xiii. Energy Conservation. Agent shall operate the Property in an environmentally sustainable and energy efficient manner and shall use prudent and customary means to use and control utilities at the Property in a manner to minimize total costs and satisfy Owner's obligations to tenants.

xiv. Advertising. Agent shall advertise the Property for rent at such times and by use of such media as it deems necessary in compliance with applicable laws and regulations subject to the Owner-approved Annual Budget. Agent will provide and implement a Fair Housing Marketing Plan for the Property.

xv. Employment of Personnel. Agent will hire (or contract with), train, supervise, direct the work of, pay and discharge all personnel necessary for operation of the Property. Such personnel shall in every instance be employees or contractors of Agent and not of Owner. Owner shall have no right to supervise or direct such employees. All costs associated with the employment of personnel necessary for the on-site operation of the Property, including, but not limited to, salaries, wages, other compensation and fringe benefits (including without limitation social security, taxes, worker's compensation insurance, unemployment insurance and the like), will be an Owner Obligation payable from the Operating Account. Agent will not discriminate against any employee or applicant for employment in violation of any applicable law. This contract incorporates by reference all equal opportunity requirements in employment, contracting and operating the Property, and any affirmative action obligations as required by applicable regulations. The terms "employees" or "personnel" shall be deemed to mean and include employment of a casual, temporary, or part-time nature. The cost of salaries, wages, other compensation, and benefits (including without limitation social security, taxes, worker's compensation insurance, payroll processing, postage and the like), of all on-site, field, maintenance, and central office employees of Agent working on or with respect to the Property shall be Owner Obligations payable from the Operating Account. Reimbursements shall include travel, meals, training, and other expenses incurred for these employees as they specifically relate to the Property.

xvi. Leasing. Agent shall make diligent efforts to secure and/or retain tenants for the Property. Agent shall make diligent efforts to assure that all leases and leasing practices conform to all laws, ordinances, regulations, and Housing Assistance Payment Contracts applicable to the Property. Prior to the execution of a new lease by a tenant, Agent shall in good faith conduct such investigations of the financial responsibility, general reputation and the criminal background, of the prospective tenant as are ordinarily and customarily performed by the managers of similar Property in the location of the Property. The expense for such investigations shall be an Owner Obligation payable from the Property's Operating Account.

c. General Responsibilities of Owner. In addition to the specific obligations set forth elsewhere in this Agreement, Owner will cooperate with Agent in the fulfillment of Agent's obligations under this Agreement including, but not limited to, promptly providing all approvals, information and funding reasonably necessary for Agent's management of the Property in accordance with Agent's obligations in this Agreement, and timely submitting information to appropriate regulatory agencies when requested by Agent. Further, Owner shall not require Agent to act in a manner that would violate any applicable laws, regulations or program requirements and requiring such conduct so is an express violation of this Agreement by the Owner.

6. Bank Accounts.

a. Establishment of Accounts. If not already done so by Owner, Agent shall establish the following FDIC-insured bank accounts (as designated by Owner) in Agent's name For Benefit Of (FBO) the Owner in banks or other institutions approved

or selected by Owner:

i. An "**Operating Account**," which Agent shall use for the deposit of all funds from the operation of the Property, including any amounts paid by a public housing agency or authority, unless Owner agrees in writing that the Operating Account shall not be used for such purpose. At Owner's request, the Operating Account will also be used for reserves for taxes and insurance (impound). The Operating Account shall also be a centralized disbursement account, the funds of which shall be used to pay the normal and reasonable expenses incident to the operation and maintenance of the Property pursuant to this Agreement and as requested by Owner. The Operating Account can also be used to pay insurance premiums, ad valorem taxes on real and personal Property, and debt service relating to the Property. The Operating Account can also be used for disbursements of excess cash to Owner, if applicable. All interest earned on the Operating Account becomes available operating funds that Agent may expend on Owner-approved expenses.

ii. A "**Replacement Reserve Account**", which funds are subject to the provisions of, and restricted to those uses described in, any applicable loan documents or regulatory agreements; disbursements are subject to Owner's approval, except in the event of Emergency repairs.

iii. A "**Security Deposit Account**," which may be an interest bearing account if required by applicable law, in an account approved by Owner for the retention of security deposits delivered in connection with leases of any portion of the Property.

iv. The Operating Account and Security Deposit Account are to be established solely for the Property, and shall contain no funds other than money collected from, or intended for use in connection with the operation of the Property, and Agent shall not commingle any of its own funds with the funds of Owner. All funds of Owner deposited in these two accounts are the Property of Owner held in trust for Owner by Agent. If agreed in writing, these two accounts shall be subject to the control of both Agent and Owner, either of whom may draw checks thereon.

v. Agent may also maintain a petty cash fund from money in the Operating Account and make payments therefrom in a manner consistent with the usual course of dealing with such funds in the Property management business. Such petty cash fund shall be subject to the same rules and restrictions set forth above as are applicable to the bank accounts.

b. Funds Provided By Owner. If the funds collected by Agent from operation of the Property, including subsidy payments, are not sufficient to pay the expenses incurred and authorized to be paid in operation of the Property and to make all reimbursements to Agent pursuant hereto, Agent shall submit to Owner a statement showing such shortfall and identifying the bills and charges requiring payment, and Owner shall immediately advance funds sufficient to pay same to the Agent.

7. Annual Budgets

a. Submission of Budgets. At the commencement of this Agreement, and thereafter, if again requested by Owner, at least 60 days prior to the beginning of each fiscal year, Agent shall prepare and submit to Owner for Owner's approval a proposed Annual Budget that includes the estimated income and expenses of the Property. The proposed budget will be made assuming accrual basis accounting or such basis as prescribed by Owner or applicable regulatory agreements or regulations. Agent will provide an explanation for the numbers used in such budget.

b. Submission of Other Reports. Owner may request Agent to prepare the following additional reports when submitting such proposed budgets: rental rate recommendations with analysis if appropriate and all repair, maintenance, renovation and replacement expenditures (together with estimated costs for each item) anticipated to be made in the upcoming operating period; a payroll analysis including a salary or wage description for every on-site employee, including any fringe benefits reimbursable hereunder, of Agent whose compensation is reimbursable hereunder.

c. Approval of Annual Budget. Owner will make objection to the proposed annual budget within 30 days after Owner's receipt. In the absence of Owner's objection as provided herein, Owner will be deemed to have approved the Annual Budget and Agent will operate and incur expenses only as provided within the Annual Budget until notified otherwise by Owner (or as provided elsewhere herein regarding Emergencies).

d. Compliance with Budgets. Once approved by Owner, the Agent shall use the Annual Budget as a guide for the actual operation of the Property.

8. Early Termination. Notwithstanding the provisions of Paragraph 2 above to the contrary, this Agreement and the obligations of the parties hereunder shall cease, upon the occurrence of any of the following:

a. If Owner fails to comply, after Agent's notice and an opportunity to cure, with any rule, order, determination, ordinance or law of any federal, state, county, municipal authority, or governing agency, Agent may terminate this Agreement upon ten (10) days written notice to Owner unless Owner is in good faith contesting it.

b. If either party defaults in the performance of any of its obligations hereunder and such default continues for thirty (30) days after written notice to the defaulting party specifying such default, the party not in default may terminate this Agreement upon ten (10) days written notice to the defaulting party. Notwithstanding the above, if a cure has commenced but not able to be completed within 30 days and the defaulting party is diligently pursuing the cure within the 30 day period, then the party not in default shall not affect the termination.

c. Owner or Agent may terminate this Agreement for convenience upon 30 days written notice to the other. It is understood that the respective rights and obligations of the parties shall continue to be governed by this Agreement until the effective date of

such termination.

Notwithstanding any of the time period set forth above, for Property receiving any form of subsidy or subject to any state or federal agreements, Owner and Agent hereby agree to give sufficient notice to the other to allow Owner and Agent to comply with all regulatory notice requirements.

9. **Duties Upon Termination.** Upon termination of this Agreement for any reason:
 - a. Agent shall have no further right to act on behalf of Owner or to disburse any of Owner's funds;
 - b. On the last day of the month following the termination date, Agent will deliver to Owner all Books, Records, and Documents (as herein defined) maintained by it pursuant to this Agreement and do all that is reasonably necessary to facilitate the orderly transition of management of the Property;
 - c. Agent shall render to Owner an accounting of all funds of Owner held by Agent relating to the Property and shall immediately cause such funds to be paid to Owner; and
 - d. Agent shall perform all reporting and accounting functions hereunder for the period from the date of the last report or accounting to the date of termination.
10. **Relationship.** It is understood and agreed that all contracts and obligations entered into by Agent with respect to the Property in accordance with the Annual Budget, or as otherwise provided for herein, and consistent with this Agreement, shall be Owner Obligations. Agent acknowledges and understands that its relationship with Owner is that of a fiduciary and as such owes Owner the duties inherent in said relationship.
11. **Assignment.** This agreement shall not be assigned by Agent without the prior written approval of Owner which approval may be withheld in Owner's sole and absolute discretion.
12. **Benefits and Obligations.** Subject to the provision of Paragraph 11 above, the covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors, and assigns.
13. **Management Certification.** To the extent that the hiring of Agent under the terms of this Agreement is subject to certification by HUD: (1) Owner and Agent agree to cooperate in obtaining any and all management certifications required by HUD, and (2) Owner and Agent agree that should any conflict exist between this Agreement and HUD's rights and requirements, HUD's rights and requirements will prevail.
14. **Limitation of Liability.** Except in connection with a party's indemnification obligations with respect to third parties, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages arising from its

performance of this Agreement, including but not limited to lost revenue, lost profits or lost business opportunity.

15. Notices. All notices provided for in this Agreement shall be in writing and served by registered or certified mail, postage prepaid, at the following addresses until such time as written notice of a change of address is given to the other party:

TO OWNER: 701 Atlantic Avenue, Alameda, CA 94501

TO AGENT: 701 Atlantic Avenue, Alameda, CA 94501

16. Confidentiality.

a. Intent. The nature of the services Agent will provide pursuant to this Agreement may involve Owner's disclosure to Agent of detailed information about Owner's tenants, including information that may be protected from public disclosure by confidentiality laws. Agent understands that, in order for the Owner to fully utilize Agent's services, Owner staff members providing information to Agent must feel confident that such information will be handled properly.

b. Release of Information. Owner will only release tenant information to a third party (beyond Agent and AHA) upon tenant's written release of such information to Agent. Agent may not disclose such information to any third party without the specific, written consent of the tenant.

17. Entire Agreement. This Agreement, its Exhibits and any signed addenda, represent the entire agreement between the parties with respect to the subject matter hereof. No alteration, modification, or interpretation of this Agreement shall be binding unless in writing and signed by both parties.

18. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. Mediation and Arbitration. If a dispute arises out of or relates to this contract and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. If that fails, the matter may be decided by binding arbitration with the consent of both parties. The mediation and arbitration shall be conducted by a mutually agreed upon mediator/arbitrator. If the parties cannot agree to a mediator/arbitrator, the parties will ask JAMS (formerly known as the Judicial Arbitration and Mediation Service (www.iamadr.com)) to appoint a neutral mediator or arbitrator as appropriate.

20. Applicable Law. This agreement shall be construed and enforced in accordance with

the laws of the State of California. Venue shall take place in the County of Alameda, State of California.

21. Agent. The term "Agent" as used in this Agreement shall include any corporate subsidiaries or affiliates of Agent who perform service, in, on or about the Property in connection with this Agreement.
22. Attorney's Fees. If any dispute, litigation or arbitration between the parties arises out of this Agreement, the losing party in such dispute, litigation or arbitration shall pay to the prevailing party all costs of such dispute, including without limitation, reasonable attorneys' fees.
23. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided in this Agreement.
24. Headings. All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

AGENT
Alameda Affordable Housing Corporation

OWNER
The Housing Authority of the City of Alameda

EXHIBIT A
FEES FOR PROPERTY MANAGEMENT, ASSET MANAGEMENT, AND CONSULTING
SERVICES

Name of Firm: **Alameda Affordable Housing Corporation**
Property Covered by this Proposed Schedule:

Independence Plaza, 703 Atlantic Avenue

This Property is a part of standard AHA and AAHC annual budget cycle and the Cost Allocation Plan, approved by the Board of Commissioners of the Housing Authority of the City of Alameda. The budget for these Property will follow the same Cost Allocation Plan methodology as the agency. There will be no other fees for Property Management, Asset Management, and Consulting Services.

EXHIBIT B
INSURANCE REQUIREMENTS

Indemnity

- a. **Owner to Agent:** Owner shall indemnify and hold harmless the Agent from any claim, liability, loss, injury or damage caused by a physical condition of the Property and any pre-existing conditions at the Project (including but not limited to mold and mildew) as of the starting date of this Agreement, excepting only claim, liability, loss, injury or damage attributable, in whole or in part, to the Agent's willful or negligent acts or omissions. The Owner shall reimburse the Agent for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to the matters for which the Owner is obligated to indemnify and hold harmless the Agent under this Agreement.

- b. **Agent to Owner:** Agent shall indemnify and defend Owner against and hold Owner harmless from any and all claims, actions, losses, costs, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising directly or indirectly out of (i) any material default by Agent under the provisions of this Agreement including but not limited to Agent's negligent performance of its professional duties, (ii) any gross negligence or willful misconduct of Agent, or any of its officers, partners, directors, agents, or employees in connection with this Agreement or Agent's services or work hereunder, whether within or beyond the scope of its duties or authority hereunder, or (iii) any claims for personal injuries to Agent's employees incurred during the course of their employ.

Insurance

Without limiting the Agent indemnification of the Owner, Agent shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

A. **Evidence of Coverage**

Prior to commencement of this Agreement, Agent shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a copy of the policy or policies shall be provided by the Agent upon request.

B. **Qualifying Insurers**

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Owner Asset Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified the Owner's insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Owner or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance for bodily injury (including death) and Property damage which provides limits as follows:
 - a. Each occurrence \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury \$1,000,000

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

2. Umbrella Coverage \$1,000,000 (totaling \$2,000,000/\$5,000,000 occurrence/aggregate)

3. Automobile Liability Insurance

For bodily injury (including death) and Property damage which provides total limits of not less than one million dollars (\$1,000,000) per occurrence applicable to hired vehicles and non-owned vehicles.

4. Crime Coverage/ Third Party Fidelity Bond or Commercial Dishonesty Bond

Commercial Dishonesty Bond Insurance in the amount of \$1,000,000 including coverage for theft or loss of Client Property.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Agent and any approval of said insurance by the Owner or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Agent pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The Owner acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Agent. However, this shall not in any way limit liabilities assumed by the Agent under this Agreement. Any self-insurance shall be approved in writing by the Owner upon satisfactory evidence of financial capacity. The Agent's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Agent shall require each of its subcontractors of any tier to carry the aforementioned coverages, or the Agent may insure subcontractor under its own policies.
4. The Owner reserves the right to withhold payments to the Agent in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if Contactor/Consultant will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, the Agent will furnish the Owner with evidence that all officials, employees, and agents handling or having access to the Owned funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by fidelity bond in an amount of \$150,000 with naming the Owner as "Loss Payee". If such bond is canceled or reduced, the Agent will notify the Owner immediately, and the Owner may withhold further payment to Agent until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of the Owner. Agent need not obtain a fidelity bond if the funds to be received consist solely of remittances made by the Owner to Agent in payment of Agent's invoices approved for payment by appropriate the Owner's management.



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: Shanon Lampkins, Director of Asset Management

Date: December 18, 2024

Re: Authorize the Executive Director or designee to amend and sign the regulatory agreements on AHA/AAHC and ICD sites as necessary and as permitted by other lenders and investors.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) has a standard regulatory agreement that it uses on properties that it owns and operates, as well as certain other properties where it has a ground lease or other loan. The regulatory agreement requires that affordability is maintained, and also gives AHA rights to receive reports, inspect physical and financial operations, and to be notified if the project is in default on other funding. The regulatory agreement is recorded on the title of the property, and typically has a long term, between 20-55 years.

DISCUSSION

Staff would like to revise its standard regulatory agreements to further the goals of AHA. The changes proposed include:

1. Restrict the maximum rents only for the tenant paid portion not to exceed 80% Area Median Income (AMI). This amendment addresses the situation where a tenant or project-based subsidy in place (such as PBV, HCV, EHV, etc.) by clarifying that restrictions on rental payments relate only to the tenant paid portion of rent. This change continues to restrict rents to be affordable for the tenants, while allowing the rent to be paid at the maximum level available (such as the AHA Payment Standard), subject to rent reasonableness and other factors.
2. Strengthen language regarding income certification to require annual re-certification of income level. Failure to re-certify 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.
3. Strengthens language regarding annual inspections. This ensures that units are kept up and that any housekeeping or hoarding issues are addressed.



4. More clearly describe what occurs when a family goes over the maximum income to require the right sizing of families to maximize use of affordable housing, and also implement an industry standard 140% maximum income limit before a family is converted to market rate.
5. Allow for AHA, in its discretion, to conduct and utilize 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.
6. Clarify that tenants residing in rent-restricted housing verify that such housing is the tenant's primary residence, with notice requirements for absences over 30 days to ensure that housing developments are occupied by the actual tenants approved for occupancy.
7. Minor clean up language.

A redlined version of the regulatory agreement showing proposed changes is attached.

If this authorization is approved, staff will amend all existing regulatory restrictions and use this version on any new transactions. Existing properties will be transferred to this agreement as permitted by lenders or investors.

FISCAL IMPACT

Current sites that are not tax credit projects will be able to benefit from the full voucher payment standard. For other sites, this change is mostly regarding compliance and reporting which was already being performed.

CEQA

Not applicable


RECOMMENDATION

Authorize the Executive Director or designee to amend and sign the regulatory agreements on AHA/AAHC and ICD sites as necessary and to the extent permitted by other lenders and investors.

ATTACHMENTS

1. AHA AAHC ICD Form - Affordable Housing Agreement-4856-5989-2212-v1 and AHA Form - Affordable Housing Agreement-4856-5989-2212-v2

Respectfully submitted,



Shanon Lampkins, Director of Asset Management

**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: _____

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement (“**Agreement**”) dated _____, 2018, is entered into between **THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body corporate and politic (the “**Housing Authority**”) and **THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body corporate and politic (“**Owner**”).

RECITALS

The following recitals are a substantive part of this Agreement.

A. Owner is the owner of that certain real property located 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 ~~at an Affordable Rent.~~ 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 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 ~~at~~, 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.

<u>Number of Bedrooms</u>	<u>Minimum Occupancy</u>	<u>Maximum Occupancy</u>
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) ~~If an occupant of~~ 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 no longer qualifies as an Eligible Household due to an increase in income, the occupant. 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 rate~~ 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

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

~~The covenants contained in Articles 2, 3, 4 and 5 of this~~ 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 ~~\$750~~ _____ 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.

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 ~~\$50~~ _____ 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

Housing Authority of the City of Alameda
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.

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:

Housing Authority of the City of Alameda,
a public body corporate and politic

By: _____
[Signature must be notarized]
~~Kathleen Mertz~~ Sylvia Martinez
Director of Housing and Community Development

[Signatures must be notarized.]

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 _____, 2017, 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 _____, 2017, 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

EXHIBIT A

Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[TO BE COMPLETED]

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

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 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: _____
Owner/ Agent

Date: _____

[Attached pages as applicable.]