

HOME PROGRAM GRANT AGREEMENT
BETWEEN THE CITY OF ALAMEDA
AND HOUSING AUTHORITY OF THE CITY OF ALAMEDA

This Grant Agreement, effective as of _____ 2026, is made between the City of Alameda, a municipal corporation existing under the law of the State of California ("Grantor") and HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is a Participating Jurisdiction in the Alameda County HOME Consortium and a recipient of HOME Investment Partnerships Program (HOME) Funds which are administered by the U.S. Department of Housing and Urban Development (HUD). The HOME Funds must be used by Grantee in accordance with the 24 CFR Part 92 ("HOME Regulations") and the HUD Community Planning and Development Notice CPD-21-10 ("CPD Notice");

WHEREAS, Grantor will use HOME Funds to address the need for homelessness assistance through the acquisition, construction and/or rehabilitation of multi-family affordable housing primarily to benefit individuals and families who are Low-Income, Homeless, at Risk of Homelessness; and

WHEREAS, Grantee desires to receive and Grantor desires to grant Two Hundred Eighteen Thousand Nine Hundred Twenty Five Dollars (\$218,925) of HOME Funds, upon the terms and conditions set forth herein, with said funds to be used by Grantee solely for the acquisition and rehabilitation of the Project, as defined below.

NOW, THEREFORE, in consideration of the premises and of the representations, covenants and undertakings herein expressed, Grantor and Grantee agree as follows:

I. PROJECT DESCRIPTION

- A. Scope of Work. Grantee shall undertake the Project and perform all activities in accordance with HOME rules; other applicable Federal, state, and local laws and regulations; and the terms and conditions contained herein.
- B. Site Location; Total Units; and Bedroom Sizes. On the Properties Grantee shall construct [number, bedroom sizes, and type of units], all HOME-

assisted units [could be partially HOME-assisted] of affordable homeownership housing at the following locations in Nashville, Tennessee (collectively, "New Units"): [Site addresses and map and parcel numbers of all locations]

- C. Eligible HOME Activities and Costs. Grantee shall utilize HOME Funds for the following eligible activities: new construction of [number and type of units] units of homeownership housing. Eligible costs include hard and soft costs as permitted by the HOME program.
- D. Designated HOME Units; HOME Subsidy. [Number] new units shall be designated as HOME-Assisted Units ("HOME-Assisted Units") [could be partially HOME Assisted].
- E. Site Control. Grantee was awarded [number of lots if applicable] in conjunction with their response to the request for applications for this project.
- F. Project Budget; Sources and Uses Statement; Pro Forma.
 - 1. Approved Documentation. Grantee has submitted the following documentation, upon which Grantor has relied in the execution of this Agreement:
 - a. Updated project budget; sources and uses statements to include the amount, source, use, and terms of all funding sources for construction
 - b. Final plans, renderings, and specifications for the project; and
 - c. Description of HOME eligible activities to be funded.
 - 2. Cost Overruns. Grantee shall be solely responsible for ensuring completion of construction, within budget, as identified on the sources and uses statement, approved as a part of this Agreement. Any cost overruns will be the sole responsibility of the Grantee.
 - 3. Construction Financing. Grantee shall close on Grantee's construction financing, if applicable, before requesting any draws under this Agreement.

II. AFFORDABILITY REQUIREMENTS

A. Qualification as Affordable Housing. Each HOME-Assisted Unit must be sold to and occupied by households that are eligible as low-income families as defined in 24 CFR §92.2 and 24 CFR §92.217. Low-income families mean families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families and must meet the requirements to qualify as affordable homeownership housing pursuant to 24 CFR §92.254, as provided herein (“Affordability Requirements”).

The Affordability Requirements as they pertain to the grantee will be in the form of a deed of trust that will be recorded against the properties subjecting them to encumbrances totaling [total amount of HOME funds being provided for project].

B. Income Limits. HOME-Assisted Units must be leased to families who qualify as low-income in accordance with 24 CFR §92.2 and §92.217. The 2026 income limits for affordable housing projects are provided in the table below. These income limits are updated annually by HUD, and property management will be required to use the most recently published annual income limits.

FY2026-27 HOME Income Limits							
	1 person	2 person	3 person	4 person	5 person	6 person	7 person
30% Income Limit	\$35,650	\$40,750	\$45,850	\$50,900	\$55,000	\$59,050	\$63,150
50% Income Limit	\$59,400	\$67,900	\$76,400	\$84,850	\$91,650	\$98,450	\$105,250
60% Income Limit	\$71,280	\$81,480	\$91,680	\$101,820	\$109,980	\$118,140	\$126,300
80% Income Limit	\$95,050	\$108,600	\$122,200	\$135,750	\$146,650	\$157,500	\$168,350

C. Affordability Period. The period of affordability for the HOME Assisted Units pursuant to the HOME regulations is twenty (20) years. Following the expiration of the HOME Affordability Period, the HOME-Assisted Units will no longer be restricted.

III. PROPERTY STANDARDS

- A. Property Standards. All projects must meet all applicable state and local codes, rehabilitation standards (if applicable), ordinances and zoning requirements and also mitigate disaster impact, as applicable, per state and local codes, ordinances, etc. in effect at the time of Project completion.
- B. Lead-Based Paint. Grantee shall comply with HUD's Lead Safe Housing Rule at 24 CFR part 35, subparts A, B, J, and R.
- C. Property and Casualty Insurance. Grantee agrees to keep all buildings or other improvements now on, or to be hereafter erected on the Property insured with an insurance company or companies licensed to sell property and casualty insurance within the state of California.
- D. Commercial General Liability Insurance. Grantee agrees to maintain comprehensive commercial general liability insurance with an insurance company or companies licensed to sell public liability insurance within the state of California.
- E. Worker's Compensation. Grantee shall maintain statutory worker's compensation and employer's liability coverage for all employees who will be engaged in the performance of the contract, including special coverage extensions where applicable.
- F. Notice of Cancellation. Grantee agrees that all insurance policies as above required shall provide for not less than thirty (30) days prior written notice to Grantor of cancellation, termination or material amendment of such policies. Grantee is responsible to notify Grantor within five (5) business days of any cancellation, nonrenewal or material change that affects required insurance coverage. In the event grantee fails to keep in effect at all times the specified insurance coverage, Grantor may, in addition to other remedies, terminate this Agreement upon the occurrence of such event.
- G. Proof of Insurance. Grantee shall at all times provide to Grantor current written confirmation from the appropriate insurance company of compliance with the provisions of the above paragraphs, which shall include a copy of the applicable policy or policies, including all insuring pages, riders or endorsements. It is grantee's obligation to furnish all such information on a current basis until grantee's obligations to Grantor are fully complete and to have the loss, if any, made payable on the policy, or policies, to Grantor. If Grantor is not in receipt of current insurance information, it is entitled to act on the presumption that such does not exist, and grantee is not in compliance with this Agreement.

- H. Taxes and Assessments. Grantee further agrees to pay all taxes and assessments on the Property, general or special when due, or to reasonably contest the same and prevail or pay such tax or assessment pursuant to the same, and, upon demand of Grantor, to pay, discharge, or remove or to reasonably contest the same and prevail or pay such tax or assessment pursuant to the same, any and all liens which may be hereafter placed against said Property until grantee's obligations to Grantor are fully complete.
- I. Protection of Property. Grantee agrees that should Grantor be required, or deem it reasonably necessary, to expend any funds to protect or preserve the Property, grantee shall immediately, and in any event within ten (10) days, reimburse Grantor in full for such amounts expended, and until reimbursed, such amounts, shall bear the highest rate of interest allowed by law.

IV. PROVISIONS RELATED TO FEDERAL REQUIREMENTS

- A. Compliance with Federal and State Laws and Regulations. Grantee shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.
- B. Displacement, Relocation, and Acquisition. Grantee will take all necessary steps possible to minimize displacement in the Project. To the extent feasible, tenants displaced or relocated as a result of the development of the Project must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the complex upon completion of the Project. In the event that relocation is necessary, grantee shall comply with HOME regulations at 24 CFR §92.353. With regard to relocation assistance for displaced persons, grantee shall also comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA") (42 U.S.C. 4201-4655) and 49 CFR part 24.
- C. Environmental Review. GRANTOR has performed the necessary obligations related to this section.
- D. Fair Housing and Equal Opportunity. Housing shall be made available without discrimination based on race, color, national origin, age, sex, religion, familial or marital status, disability, sexual orientation, or gender identity.

The following fair housing and nondiscrimination laws and regulations shall apply to the Agreement (each to the extent applicable):

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended and implementing regulations at 24 CFR part 100;
- Title VI of the Civil Rights Act of 1964;
- The Age Discrimination Act of 1975, as amended and implementing regulations at 24 CFR part 146;
- Executive Orders 11063 and 12259 – Equal Opportunity in Housing, and implementing regulations at 24 CFR part 107;
- Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- Title II of the American Disabilities Act; and
- Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule.

E. Nondiscrimination in Employment. Grantee shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246, as amended and implementing regulations at 41 CFR part 60. In the event grantee employs fifteen (15) or more employees, grantee is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990. Grantee shall include nondiscrimination notices in all job postings and post in a visible place in the office.

F. Labor.

1. HUD Section 3 Requirements. To the greatest extent feasible, Grantee shall make an effort to provide opportunities for employment and training for lower income residents within the project area, and to award contracts for work in connection with the Project to business concerns which are located, or owned in substantial part, by persons residing in the area of the project, as described in HUD Regulations 24 CFR 135.

2. Minority, Women and Small Business Enterprise Requirements. The grantee shall make efforts to meet the 30% participation threshold goal by ensuring that MBE/WBE business entities, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of a Public Housing Agency project are used when possible. Such efforts shall include, but shall not be limited to:

- Placing qualified small, minority and women business enterprises on solicitation lists;
- Ensuring that small, minority and women business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority and women business enterprises;
- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small, minority and women business enterprises; and
- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

Once the construction bidding procurement process is complete, grantee shall complete the HUD 2516 Forms included in Exhibit C listing the Minority, Women, and Small Business Enterprises that they intend to utilize to perform work on the project.

3. Other Federal Labor Requirements. Grantee shall comply with the following laws, or shall require such compliance from its partners pursuant to a construction contract or other written agreement:
- Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333);
 - Copeland Anti-Kickback Act (40 U.S.C. 276c);
 - Fair Labor Standards Act, as amended (29 U.S.C. 201, et seq.).

G. Conflict of Interest. No owner, contractor, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, contractor, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, contractor, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (developer) when acting as an owner, contractor, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the twenty (20) year period of affordability provided for in Section II C. of this Agreement accordance 24 CFR §92.254(a)(4).

H. Religious Activities.

1. Grantee is prohibited from using funds provided herein or personnel employed in relation to this Project for political activities and sectarian or religious activities.
2. If Grantee is, or may be deemed to be, a religious or denominational institution or organization, it agrees that:
 - a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - b. It will not discriminate against any person applying for housing on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion; and
 - c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of shelter and other eligible activities.

V. FINANCIAL MANAGEMENT AND AUDIT REQUIREMENTS

- A. Accounting Standards. Grantee agrees to maintain books, records, documents and other evidence directly pertinent to performance of work in accordance with 24 CFR § 92.508(3), (4) and (7), as applicable and comply with 2 CFR 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- B. Cost Principles. Grantee shall administer its program in conformance with 2 CFR 200, Standards for Financial and Program Management, Cost Principles and Audit Requirements, as detailed in Subparts D, E, and F. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- C. Audits & Inspections. Grantee shall comply with audit requirements contained in 2 CFR, Subpart F which requires grantee to have an annual audit conducted within nine (9) months of the end of their fiscal year, if grantee has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year.

VI. PAYMENT, TERMS AND CONDITIONS

A. Grantor shall provide HOME Funds not to exceed Two Hundred Eighteen Thousand Nine Hundred Twenty Five Dollars (\$218,925) for costs related to the Project. HOME Funds provided to the grantee for construction purposes shall be secured by the Regulatory Agreement.

1. Grantee shall submit a request for reimbursement for eligible expenses no more frequently than monthly. Requests for reimbursement may be submitted on a payment request form provided by Grantor, a standardized American Institute of Architects ("AIA") form, or other form approved by Grantor. All payment requests shall be submitted to:

City of Alameda
Finance Department
2633 Santa Clara Avenue
Alameda, CA 94501

2. Grantee shall provide documentation of direct costs, such as invoices or receipts. Approval of requests for reimbursement is conditional upon the submission of required documentation, inspection and approval of work performed, including but not limited to progress reports as required by Grantor.
3. Grantor shall make careful review of all requests for reimbursement. So long as each request conforms to the terms and intent of this Agreement, Grantor shall reimburse funds in a timely manner, which shall be within fifteen (15) business days of grantee's submission of a complete reimbursement request.
4. Documentation of the percentage of work performed by Disadvantage Business Enterprise and Section 3 Businesses.

VII. REPORTING AND RECORD-KEEPING REQUIREMENTS

A. Reporting Requirements.

1. Reporting During Rehabilitation. The grantee shall provide the following reports while the project is under construction:
 - A progress report with each reimbursement request
 - Information on any issues or problems

2. Occupancy Reporting. The grantee shall provide the following data for the occupants of all HOME-Assisted Units.
 - Household size;
 - Race, Ethnicity, if known;
 - Special needs (i.e. whether the household includes a person with a disability, senior, etc.), if known; and
 - Whether or not the household previously resided in subsidized housing.
3. Other Reports. Grantor retains the right to request additional information and the right to change reporting requirements regarding HOME-Assisted Units as reasonably necessary.

B. Record-Keeping Requirements

1. Records must be maintained for the time periods specified in the record retention requirements contained in of 24 CFR §92.508(c)(2), which is five (5) years after project completion except for documents imposing recapture/resale restrictions which must be retained for twenty (20) years after the Affordability Period terminates.
2. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, applicable records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
3. Grantor, HUD, the Comptroller General of the United States, and any of their representatives, retain the right to access all reports and records relating to the Project and to conduct on-site inspections of records at any time during normal business hours.

VIII. ENFORCEMENT

- A. Inspections During and After Construction. Grantor retains the right to monitor the construction with on-site inspections to verify sound and safe construction in accordance with approved plans.
- B. Grounds For Default. The following shall constitute an event of default ("Event of Default" or "Default") by Grantee under this Agreement, which Default shall be susceptible to cure as provided in Subsection C below:

1. Failure to construct the Project in accordance with applicable property standards.
 2. Failure to comply with HOME requirements (24 CFR Part 92) as outlined in this Agreement.
 3. Use of funds for activities or uses that are not HOME-eligible costs as described in this Agreement.
 4. Material breach of the terms and conditions of this Agreement by the grantee or any of its Employees, Contractors, or Agents.
- C. Notice of Default. Grantor shall provide written notice of Default to grantee and shall provide grantee an opportunity to take corrective action within thirty (30) days after receipt of written notice from Grantor; provided, however, that such thirty (30) day period shall be extended for an additional thirty (30) days in the event grantee has initiated and is diligently pursuing a cure to the satisfaction of Grantor; provided, however, in the event it will require more than thirty (30) days to cure default, then the cure period shall be extended so long as grantee diligently prosecutes such cure to completion to the satisfaction of Grantor. Corrective action shall include, but is not limited to, submitting a Corrective Action Plan to Grantor for approval that provides a timetable for correcting the default and details the activities that are necessary to correct the circumstances that constitute the default.
- D. Remedies. If Grantee fails to cure the Default as provided above, Grantor shall have the following Remedies:
1. Grantor may terminate this Agreement.
 2. Grantor may demand repayment for and Grantee shall pay to Grantor HOME Funds not used for purposes provided in this Agreement.
 3. Grantor may pursue other remedies as may be available at law or in equity.

IX. GENERAL PROVISIONS

- A. Certification Regarding Federal Assistance. Grantee certifies that the federal financial assistance amounts contained in the approved Sources and Uses Budget are the only amounts of federal assistance that is being

contributed to this project. Grantee further certifies that if other governmental assistance is sought in the future, grantee will promptly notify Grantor.

- B. Certification Regarding Lobbying. Grantor certifies, to the best of its knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C. Duration of Agreement. This Agreement shall be effective upon the date of execution hereof and shall remain in effect until completion.
- D. Termination. If through any cause, grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if grantee shall violate any of the covenants or stipulations of this Agreement, such that such an Event of Default exists and remains uncured, Grantor shall thereupon have the right to terminate this Agreement by giving written notice to grantee of such termination and specifying the effective date thereof as provided herein.
- E. Conflicts. Notwithstanding anything to the contrary herein, Grantor acknowledges that the HOME-Assisted Units may also be assisted with other government funds. To the extent that grantee becomes aware of any conflict between the requirements of this Agreement and the requirements applicable to other governmental funds, grantee shall propose a resolution of such conflict to Grantor for Grantor's approval, which approval shall not be unreasonably withheld.

- F. License and Insurance Requirements. Grantee shall comply with all applicable licensing requirements and associated business regulations, whether federal, state, or local. GRANTEE shall purchase and maintain worker's compensation insurance as required by state law.
- G. Employees, Contractors, and Agents. Pursuant to one or more written agreements, grantee shall require grantee's officers, managers, employees, contractors, subcontractors, agents, representatives, or any other person or entity hired, engaged, or otherwise used by grantee to carry out the grantee's obligations under this Agreement ("Employees, Contractors, and Agents") to comply with the applicable requirements in this Agreement in all respects, including but not limited to following all applicable laws and licensure requirements.
- H. Indemnification. Grantee agrees to indemnify and hold harmless Grantor and its agents, staff, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities of every kind and nature, including any claims of owner or employee negligence, whether known or unknown, in law or equity, including any claims against and/or regarding the grantee and its Employees, Contractors, and Agents, which they have, ever had or may have ("Claims"), arising from or in any way related to grantee's obligations under this Agreement with respect to the Project. This includes reasonable attorneys' fees Grantor may incur in enforcing this paragraph.
- I. Notices. All notices under this Agreement shall be in writing and sent by certified mail or hand-delivered to the addresses listed below for each party.

If to Grantor, mail to the following:

Housing and Human Services
950 W. Mall Square, Suite 205
Alameda, CA 94501
Attn: C'Mone Falls

- J. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

- K. Attorney Fees. If at any time it is necessary for Grantor to undertake any action, whether or not such action involves litigation, to enforce the terms of this Agreement or any documents or exhibits attached hereto or incorporated herein, grantee agrees to pay all reasonable costs of such enforcement by Grantor including reasonable attorney's fees and court costs.
- L. Certification. The person executing this Agreement on behalf of grantee hereby personally certifies that the representations and warranties made herein are true and correct as of the date hereof and that such person is a duly appointed officer of grantee as indicated below, and that Grantee shall be lawfully bound hereby.
- M. Counterparts. This Agreement may be executed in counterparts.

[Signatures on following page.]

IN WITNESS THEREOF, this Agreement is executed as of the date and year first above written.

GRANTEE:

Housing Authority of the City of Alameda,
a municipal corporation

GRANTOR:

City of Alameda,
a municipal corporation

Vanessa Cooper
Executive Director

Adam Politzer
Interim City Manager

APPROVED AS TO FORM:

Len Aslanian
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

Amy Wooldridge
Assistant City Manger

EXHIBIT A
Scope of Work

EXHIBIT B
Project Budget

EXHIBIT C
Section 3 Requirements

EXHIBIT D

Minority Business Enterprise and Women Business Enterprise

EXHIBIT E