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Goldfarb & Lipman LLP

April 3, 2020

Vanessa Cooper
Housing Authority of the
City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

Yibin Shen
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501

via email and u.s. mail

Re: Consents to Potential Conflict of Interest – Housing Authority of the City of Alameda and City of Alameda

Dear Ms. Cooper and Mr. Shen:

We write this letter to request the consents of the Housing Authority of the City of Alameda and its affiliates ("Housing Authority") and the City of Alameda ("City") to the representation by Goldfarb & Lipman LLP ("Goldfarb & Lipman") of the Housing Authority in connection with the negotiation of various agreements and partnerships between the Housing Authority and City (the "Project") located in Alameda.

Specifically, the City of Alameda has requested that the Housing Authority commence negotiations with the City in connection with the following, (i) the Housing Services Agreement for FYs 2019-2020 and 2020-2021 between the City and Housing Authority, (ii) the Housing Authority's roles and responsibilities in connection with the City's Rent Program and the terms of a new Services Agreement for the City's Rent Program to start July 1, 2020, and (iii) possible discussions between the Alameda Renters Coalition and the Housing Authority (collectively "City Negotiations").

Additionally, the Housing Authority has requested or expects to request the City to enter into negotiations in connection with the following (i) the Housing Authority transfer of certain affordable housing projects to the Housing Authority's non-profit affiliate Alameda Affordable Housing Corporation, where projects include financing from the City and/or the Successor Agency, (ii) confidentiality agreement between City staff and Housing Authority for the Rent database, and (iii) negotiation of other issues in which City and Housing Authority are parties, (collectively, "Housing Authority Negotiations"). The City Negotiations and the Housing Authority Negotiations are collectively referred to herein as the "Transactions."

The specific purpose of this letter is to advise you of a potential conflict of interest of Goldfarb & Lipman due to the existing and continued relationships that Goldfarb &

Lipman has separately with each of you, and the proposed representation of the Housing Authority in the Transactions. We do not intend to represent the City with respect to the Transactions, as it will be represented by the City Attorney's Office or other special Counsel at the discretion of the City Attorney's Office. Additionally, the attorneys representing the Housing Authority in the Transaction shall not discuss the Transactions, their representation of the Housing Authority, and/or any matters involving the Housing Authority with the attorneys at Goldfarb & Lipman representing the City. Further, the attorneys representing the Housing Authority in the Transaction shall not share, or provide access to, any data, documentation, communications, information, or work product derived from or generated for the Housing Authority with the attorneys at Goldfarb & Lipman representing the City.

To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, and (2) obtain the informed written consent of each of you to such potential conflict of interest, as described in this letter. We believe that we will be able to provide competent and diligent representation to the Housing Authority in this matter.

1. Existing Relationships.

The Housing Authority is an existing client of Goldfarb & Lipman. We have and continue to represent the Housing Authority in connection with general counsel services, human resources legal work, fair housing legal services, federal, state and local housing finance programs, and other related services in Alameda. We specifically are not representing the Housing Authority with respect to the North Housing development project.

We provide on-going legal advice to Island City Development and the Alameda Affordable Housing Corporation, non-profit affiliates of the Housing Authority, including advice related to the transfer of certain Housing Authority properties to its affiliates Island City Development or the Alameda Affordable Housing Corporation.

In addition, City is an existing client of Goldfarb & Lipman. We have and continue to represent City in connection with certain development projects and land use issues within Alameda. Specifically, we represent the City, under the supervision of and in coordination with the City Attorney's Office, in negotiation and implementation of the Site A Disposition and Development Agreement including the development of the affordable housing components of that project, the negotiation and implementation of the RESHAP Disposition and Development Agreement, potential developer selection and negotiations for the West Midway development and other issues related to the reuse of Alameda Naval Air Station as requested from time to time by the City Attorney's Office. Additionally, we provide advice to the City, from time to time, on general land use matters including surplus lands, density bonus, streamlining and related matters including the application for the North Housing project by the Housing Authority.

2. Potential Conflict of Interest.

While we are unaware of any current conflict of interest created by our existing relationships described in Section 1 above, as attorneys, we are governed by specific rules relating to our representation of clients when potential conflicts of interest exist. We must disclose certain information, and obtain the informed written consents of each of you to represent the Housing Authority in connection with the Transactions as described in this letter, in accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9 and 1.10 of the Rules of Professional Conduct of the State Bar of California (the "CRPC").

Our representation of the Housing Authority in connection with the Transactions could potentially create a conflict of interest for Goldfarb & Lipman related to, among other matters, if we have information that we obtained in connection with our representation of City which is material to the Transactions, due to our duty of confidentiality and loyalty, we would be unable to disclose such information to the Housing Authority. At this time, we do not believe that there is an actual conflict of interest for Goldfarb & Lipman, and we believe that we can competently represent the Housing Authority in the Transactions and still maintain our independent judgement and duty of loyalty to each of you in unrelated matters. In addition, we do not believe that we have obtained any confidential information from City which is material to our proposed representation of the Housing Authority in the Transactions, or from the Housing Authority that is material to our continued representation of City in unrelated matters.

However, if an actual conflict should arise related to the Transactions in which: (i) the interest of City is now in conflict with the interest of the Housing Authority, that would affect our independent judgment and our duty of loyalty to each of you in the unrelated matters; (ii) the issue of dispute in this Transactions is substantially related to the same issue in which we have represented either of you in other matters; or (iii) we have obtained any confidential information from the Housing Authority that is material to our representation of City, or any confidential information from City that is material to our representation of the Housing Authority, we would need to determine if we could continue to represent the Housing Authority in the Transactions. In reaching our decision, we would first need to determine if we could competently continue such representation, notwithstanding the adversity, and after such determination, we would further need to obtain the informed written consent of each of you.

3. Informed Written Consent.

You should thoroughly review and consider the matters discussed in this letter, and consider seeking independent counsel before providing your consent. If, after such review, each of you consents to Goldfarb & Lipman representing the Housing Authority in the Transactions, please sign and return the attached consent form: (i) acknowledging that you have been advised of Goldfarb & Lipman's past and continuing relationships with each of you; (ii) acknowledging that you have been advised of Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9 and 1.10 and the potential conflict of interest associated with our representation of the Housing Authority in the Transactions; and

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(iii) that you nevertheless consent to our representation of the Housing Authority in connection with the Transactions. The City and the Housing Authority retain their rights of confidentiality as provided in Rules 1.8.2, and Goldfarb & Lipman expressly acknowledges that it will not reveal any confidential information obtained to the other party without the expressed written consent of the City or the Housing Authority, as applicable. Nothing in this letter shall be deemed to waive such rights.

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If you have any questions regarding this letter or our representation of each of you, please call us before signing and returning the enclosed copy of this letter.

Sincerely,

Karen Tiedemann

KAREN TIEDEMANN
(Special Counsel for the City of Alameda)

Jennifer K. Bell

JENNIFER K. BELL
(General Counsel for Housing Authority)

JKB:kss

CONSENT

The Housing Authority of the City of Alameda and its affiliates ("Housing Authority") and the City of Alameda ("City") intend to commence negotiations with each other in connection with the following, (i) the Housing Services Agreement for FYs 2019-2020 and 2020-2021 between the City and Housing Authority, (ii) the Housing Authority's roles and responsibilities in connection with the City's Rent Program and the terms of a new Services Agreement for the City's Rent Program to start July 1, 2020, (iii) possible discussions between the Alameda Renters Coalition and the Housing Authority, (iv) the Housing Authority transfer of certain affordable housing projects to the Housing Authority's non-profit affiliate Alameda Affordable Housing Corporation, where projects include financing from the City and/or the Successor Agency, (v) confidentiality agreement between City staff and Housing Authority for the Rent database, and (vi) negotiation of other issues in which City and Housing Authority are parties, "Transactions."

Goldfarb & Lipman has explained to each of you: (i) Goldfarb & Lipman's past and continuing relationships with each of you, and (ii) CRPC Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9 and 1.10 and the potential conflict of interest in relation to Goldfarb & Lipman's proposed representation of the Housing Authority in the Transactions and the possible consequences of this conflict. Each of the undersigned nevertheless consents to representation by Goldfarb & Lipman of the Housing Authority in the Transactions and gives approval to such representation as described in this letter. Goldfarb & Lipman expressly acknowledges that it will strictly comply with CRPC Rules 1.8.2 and will not reveal any confidential information obtained to the other party without the expressed written consent of the City or the Housing Authority, as applicable. Neither the City's nor the Housing Authority's consent herein shall be interpreted as a waiver of Goldfarb's responsibilities under CRPC Rule 1.8.2.

We understand that we have the right to seek independent counsel before signing this consent or at any future time.

Dated: _____

HOUSING AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA

By: _____

Name: _____

Its: _____

Dated: _____

CITY:

CITY OF ALAMEDA

By: _____
Yibin Shen
City Attorney