

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALAMEDA, DIGNITYMOVES, AND FIVE KEYS SCHOOLS
AND PROGRAMS**

Dated: November 16, 2021

A. Parties

- The City of Alameda ("City"), a municipal corporation in Alameda County, California.
- The Successor Agency to the Community Improvement Commission ("SACIC") of the City of Alameda, a public body corporate and politic.
- Five Keys Schools and Programs ("Five Keys"), a California nonprofit public benefit corporation.
- DignityMoves ("DignityMoves"), a California corporation.

B. Purpose

The City, SACIC, Five Keys, and DignityMoves (collectively, "Parties") hereby enter into this Memorandum of Understanding ("MOU") regarding the development of a new modular interim supportive housing community in Alameda, funded by the State of California's ("State") Project Homekey program ("Project"). The Project's goal is to provide safe, secure and dignified non-congregate modular housing for people experiencing homelessness, including ongoing supportive services that assist clients in exiting homelessness.

C. Term

The term of this MOU shall commence on its signing and shall continue until the Project is completed and operational. Prior to occupancy of the units, the City and Five Keys will execute an additional contract regarding the provision of ongoing supportive services ("Services Contract").

D. Overview

The Parties are applying for a grant from the State under its Homekey program. If the grant application is successful, the Project will commence immediately upon receipt of the award. The Project will be located at the "Bottle Parcel" at 2350 5th Street, Alameda, APN 07401356-023, which is currently owned by the SACIC. The SACIC will contribute the land to the Project, the City will provide operations funding to the Project to fill the gap in funds, DignityMoves will serve as the project development manager, and Five Keys will serve as the wrap-around services provider and property manager.

E. City of Alameda's Responsibilities

The City will be the primary applicant for the Homekey application. The City's responsibilities shall include:

- Receive the services-related funding from the State as well as other government entities and/or private sources.
- Ensure that there is sufficient funding to complete the Project and pay for ongoing services and operations through the duration of the Project's occupancy.
- The City will seek additional funding from other sources, both public and private, but will serve as the "back stop" to cover any funding gaps that may occur during the fifteen (15) years of committed operations of the Project.
- Assist in streamlining all necessary permits and permissions, including but not limited to the Building, Planning and Transportation, Fire, and Public Work Departments and Alameda Municipal Power.
- Enter into the Services Agreement with Five Keys for a period of at least three (3) years from the commencement of occupancy.
- Oversee Five Keys and the Continuum of Care with respect to the referral process for residents.

F. Successor Agency to the Community Improvement Commission of the City of Alameda Responsibilities

Contribute the Bottle Parcel to the Project for construction of the transitional homeless housing and allow access to the Bottle Parcel by the City, Five Keys and DignityMoves in connection with the Project and its construction.

G. DignityMoves Responsibilities

DignityMoves will serve as the project development manager for the construction of the Project. Specifically, DignityMoves will:

- Select and pay the modular manufacturer(s) and other vendors for the Project.
- Select, manage, and pay the architect, general contractor, and other consultants to ensure the Project is completed successfully.
- Coordinate with the City to obtain all necessary permits and authorization to construct the Project.
- Direct Five Keys to pay all invoices associated with the development of the Project, subject to prior review and approval of the City.
- Coordinate with related parties including the Building, Planning and Transportation Department, Fire Department, Community Development Department, Five Keys, and any others to ensure the project is developed successfully.

H. Five Keys' Responsibilities:

Five Keys is one of the largest providers of homelessness services in the region, and currently operates several shelters serving a homeless population in the Bay Area. Five Keys will be the property manager and services provider for the Project. Specifically, Five Keys will:

- Receive the capital portion of the funding from the State and other agencies.
- Enter into the Services Agreement with the City, for a minimum of at least three (3) years.
- Provide intensive case management and robust wrap-around services, to be detailed in the Services Agreement between the City and Five Keys prior to initial occupancy.
- Provide property management services, including routine maintenance of the units, security, janitorial services, and other responsibilities to be outlined in detail in the Services Agreement.
- Operate the Project using "Housing First" principals at all times.
- Coordinate with the City and the Continuum of Care thirty (30) days prior to occupancy to pre-select and prepare the first residents, such that the Project can be quickly occupied to 90% occupancy immediately.
- Coordinate with the City and the Continuum of Care on an ongoing basis to ensure that the Project remains at least 90% occupied throughout the term of the Project.
- Transfer any and all rights in or with respect to the units to the City for \$1.00 upon completion of the construction phase of the Project.
- Manage all accounting and reporting of funds expended, as required by the State and other agencies.

I. Responsibilities of all Parties

In addition to the above specific responsibilities, all Parties shall also be responsible to:

- Collaborate on the Homekey application and, if the application is successful, collaborate to execute the Standard Agreement with the State.
- Maintain the insurance and other requirements as outlined in the Homekey Notice of Funding Availability (NOFA).
- Cooperate on all accounting and reporting requirements as designated by California Department of Housing and Community Development (HCD) and any other Project funders or partners.

J. General Provisions

ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties and incorporates by reference other contracts in effect on the date of execution of this Agreement that are critical to establishing all the functions of the site and program. This MOU may not be

amended, modified, or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party.

NOTICE

All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages.

CALIFORNIA LAW

This MOU and all disputes or controversies arising out of or relating to this MOU or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State.

NON-ASSIGNMENT

Neither this MOU nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, this MOU will be binding upon the parties and their respective successors and assigns.

NON-SEVERABILITY

If any provision or portion of any provision of this MOU is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. This MOU may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

PUBLIC ANNOUNCEMENTS AND USE OF NAME AND LOGO

The Parties may include information about the Project in their periodic reports, use each other's name and logo for the purpose of promoting this project, and may make information about the Project public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents.

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Signed:

CITY OF ALAMEDA,
a municipal corporation

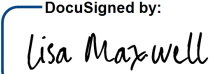
SUCCESSOR AGENCY TO THE
COMMUNITY IMPROVEMENT
COMMISSION OF THE CITY
OF ALAMEDA, A PUBLIC BODY
CORPORATE AND POLITIC

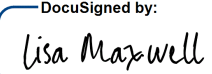
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Name: Eric Levitt, City Manager
Date: _____

By: _____
Name: Eric Levitt, City Manager
Date: _____

Recommended for approval:

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Lisa Nelson Maxwell
Community Development Director

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Lisa Nelson Maxwell
Community Development Director

Approved as to form:


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Elizabeth Mackenzie
Chief Assistant City Attorney

By:  _____
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Elizabeth Mackenzie
Chief Assistant City Attorney

DIGNITYMOVES,
a California corporation

FIVE KEYS SCHOOLS AND
PROGRAMS,
a California nonprofit public benefit
corporation

By:  _____
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Name: Elizabeth Funk, Chairman
Date: 11/1/2021

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Name: Steve Good, Chief Executive
Officer
Date: 11/1/2021