



ISLAND CITY DEVELOPMENT AGENDA

AGENDA **REGULAR MEETING OF ISLAND CITY DEVELOPMENT**

DATE & TIME **Wednesday, July 19, 2023 - 6:31 PM**

LOCATION

In-person at Independence Plaza and via Zoom
703 Atlantic Avenue
Alameda, CA

PUBLIC PARTICIPATION

JOIN ZOOM MEETING:

[HTTPS://US06WEB.ZOOM.US/J/88946959564?PWD=OVJpYUCyA05ROEFTZEI2AENNA24VUT09](https://us06web.zoom.us/j/88946959564?pwd=OVJpYUCyA05ROEFTZEI2AENNA24VUT09)

MEETING ID: 889 4695 9564

PASSCODE: 067149

1-669-444-9171, 88946959564#, *067149# US

1-253-215-8782, 88946959564#, *067149# US (TACOMA)

FIND YOUR LOCAL NUMBER: [HTTPS://US06WEB.ZOOM.US/J/88946959564?PWD=OVJpYUCyA05ROEFTZEI2AENNA24VUT09](https://us06web.zoom.us/j/88946959564?pwd=OVJpYUCyA05ROEFTZEI2AENNA24VUT09)

1. CALL TO ORDER & ROLL CALL
2. AB2449 COMPLIANCE - The Chair will confirm that there are 2 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 Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Directors 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 Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

3. PUBLIC COMMENT (Non-Agenda)
4. CONSENT CALENDAR (Action)
 - A. Approve the minutes of the ICD Special Meeting on May 17,2023
 - B. Approve the Seventh Amendment to the Consultant Services Agreement dated 4/15/15 between Island City Development and the Housing Authority of the City of Alameda.
 - C. Approve a 2.5 year agreement with Life Skills Training and Education Programs, Inc ("LifeSTEPS") in the amount of \$125,000 from Poppy Place Operations
 - D. Update on North Housing Master Plan Internal Loan and Adopt Resolution for an internal MTW Loan for \$1.2 million for the North Housing Master Plan.
 - E. Accept the Monthly Development Report for Rosefield Village.
 - F. Accept Update on Poppy Place and Authorize the Executive Director to Negotiate and Execute the Second Amendment to the Purchase and Sale Agreement at 1628 Webster.
5. NEW BUSINESS
 - A. Executive Director to Appoint the new ICD board member with effective start date of August 1 2023 for a two year term.
 - B. Authorize President to Negotiate and Execute a Contract Not to Exceed \$192,985 with Garavaglia Architecture, Inc.
6. NON-AGENDA (Public Comment)
7. WRITTEN COMMUNICATIONS
8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
9. ADJOURNMENT

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NOTES:

- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Sarah Raskin at (510) 747-4360 (TTY/TRS: 711) or sraskin@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.



- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- 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 Directors 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 Island City Development'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 Island City Development accommodate these individuals.

IF YOU WISH TO ADDRESS THE BOARD:

- Anyone wishing to address the Board on agenda items or business introduced by Board members may speak for a maximum of three (3) minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Board President. Upon recognition by the President, approach the rostrum and state your name.
- Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
- Applause and demonstrations are prohibited during Board meetings.





DRAFT MINUTES
ISLAND CITY DEVELOPMENT
Special Meeting, May 17, 2023
In person at Independence Plaza Community Room, 703
Atlantic Avenue, Alameda Ca 94501, and Teleconference
via Zoom

1. CALL TO ORDER & ROLL CALL

Director Cooper called the meeting to order at 7:53 PM. The following Board members were present: Director Vanessa Cooper, Director Janet Basta, Director Carly Grob; quorum established. Staff in attendance: Sylvia Martinez, Tony Weng, Jocelyn Layte, Louie So, Filippo De Luca, Sean Prevette, Steven Zhou, and Jasmine Polar

2. AB2449 COMPLIANCE - The Chair will confirm that there are 2 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 Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to the need to appear remotely at the given meeting. Directors 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 Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

Director Cooper, Chair of the meeting confirmed that all directors were present at the physical location of the meeting, therefore AB 2449 compliance was established.

3. DIRECTOR RECUSALS (None)
4. PUBLIC COMMENT (Non-Agenda)
5. CONSENT CALENDAR (Action)
- A. Approve the ICD Special Meeting Minutes for April 19, 2023
 - B. Accept the Update on the Alameda Affordable Housing Trust Fund - 2023 Application.
 - C. Accept the Quarterly Development Report for Linnet Corner (North Housing Senior Apartments) and Authorize the Use of Reserve Policy Commitment of up to \$3,538,000.
 - D. Accept the Quarterly Development Report for Poppy Studios (Webster Hotel Conversion).

- E. Accept the Quarterly Development Report for The Estuary I (North Housing PSH I).
- F. Accept the Quarterly Development Report for The Estuary II (North Housing PSH II).
- G. Accept the Quarterly Development Report for The Poplar (2615 Eagle Avenue) and Withdraw 2022 Reserve Policy Commitment of \$1,100,000.
- H. Approve and Authorize the President or Designee to Execute Contract Amendments and/or Additional Service Requests related to the three projects at North Housing Block A from Carlson, Barbee, and Gibson, Inc. for Civil Engineering Services.

No Comments. Director Grob motioned to accept consent calendar items 5A – 5H, Director Basta seconded. A call for all in favor, the motion passed unanimously.

- 6. NEW BUSINESS (None)
- 7. NON-AGENDA (Public Comment)
- 8. WRITTEN COMMUNICATIONS

A letter was received from the Legal Aid Fund by AHA and reviewed by the ICD Board.

- 9. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF (None)
- 10. ADJOURNMENT

Director Cooper Adjourned the meeting at 7:55PM



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: July 19, 2023

Re: Approve the Seventh Amendment to the Consultant Services Agreement dated 4/15/15 between Island City Development and the Housing Authority of the City of Alameda.

BACKGROUND

In 2015, a three-year Consultant Services Agreement was signed by and between Island City Development (ICD) and the Housing Authority of the City of Alameda (AHA) for the delivery of real estate development services. The scope and deliverables include the strategy, financing, and implementation of affordable housing development activities such as rehabilitation and new construction. In addition, ICD is asked to provide technical assistance on affordable housing opportunities in the City of Alameda. This contract has been renewed six times, extending the time period and additional fee by one year each time. The Sixth Amendment expires 12/31/2024.

DISCUSSION

ICD continues to be the development arm of the Housing Authority of the City of Alameda and has taken on the financing and development of Littlejohn Commons, Everett Commons, and Rosefield projects in the period from 2015 to the present. ICD has implemented entitlement and predevelopment activities on the North Housing site and plans to continue developing this site in phases. ICD anticipates that it will have five active projects starting in 2023 - three phases of North Housing, Poppy Place (Hotel Conversion) and the The Poplar (2615 Eagle) site. Thus, staff proposes that the fee for staffing services from AHA increase to \$300,000. To support these efforts, staff proposes an extension of the services agreement until 12/31/2026.

FISCAL IMPACT

The AHA fee is typically paid in the second half of the year. In late 2023, if this agreement is approved, ICD will pay AHA a total of \$300,000 per year for staffing services for housing development staff. The funds will come from developer fee income. Payments of \$300,000 will continue in 2024-2026, supported by future developer fees.



CEQA

Not applicable

RECOMMENDATION

Approve the Seventh Amendment to the Consultant Services Agreement dated 4/15/15 between Island City Development and the Housing Authority of the City of Alameda.

ATTACHMENTS

1. Att 1 - Amendment 7 to ICD-AHA Services Agreement

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**SEVENTH AMENDMENT TO THE
CONSULTANT SERVICES AGREEMENT
BETWEEN ISLAND CITY DEVELOPMENT AND
THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

THIS SIXTH AMENDMENT to the Consultant Services Agreement (the "Agreement"), entered into this 18th day of May 2022, by and between ISLAND CITY DEVELOPMENT, a California nonprofit public benefit corporation ("ICD) and the HOUSING AUTHORITY OF THE CITY OF ALAMEDA a public body corporation ("AHA"), is made with reference to the following:

- A. On April 15, 2015, the Agreement was entered into by and between ICD and AHA for delivery of real estate development services; and
- B. On December 5, 2017, the Agreement was amended to extend the completion date to December 31, 2018
- C. On December 20, 2018, the Agreement was amended to extend the completion date to December 31, 2019.
- D. On November 8, 2019, the Agreement was amended to extend the completion date to December 31, 2020.
- E. On December 16, 2020, the Agreement was amended to extend the completion date to December 31, 2021.
- F. On November 17, 2021, the Agreement was amended to extend the completion date to December 31, 2022.
- G. On May 18, 2022, the Agreement was amended to extend the term of the contract to December 31, 2024 with an increased annual contract amount of \$200,000.
- H. ICD and AHA desire to extend the term of the contract for two further years with an increased annual contract amount of \$300,000 and a completion date of December 31, 2026.
- I. Consultant compensation shall be increased, pursuant to the Agreement, in the amount of \$300,000 annually for calendar years 2023 and 2024, for a total contract amount not to exceed \$1,800,000.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and between and undersigned parties that paragraphs 1. TERM and 3. COMPENSATION TO CONSULTANT, shall be replaced in whole with the following paragraphs:

- 1. TERM: The time for Completion set forth in the contract is nine years, ending December 31, 2026, unless terminated earlier as set forth herein.

2. COMPENSATION TO CONSULTANT: Consultant shall be compensated for services performed pursuant to this Agreement in the amount of \$300,000 annually, for a contract total not to exceed \$1,800,000. Payment will be made based upon the Consultant's submitted and approved invoice.

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

ISLAND CITY DEVELOPMENT

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA

Vanessa Cooper
President

Vanessa Cooper
Executive Director

**ISLAND CITY DEVELOPMENT**

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Radha Mehta, Management Analyst

Date: July 19, 2023

Re: Approve a 2.5 year agreement with Life Skills Training and Education Programs, Inc ("LifeSTEPS") in the amount of \$125,000 from Poppy Place Operations

BACKGROUND

In June 2022, the Housing Authority of the City of Alameda (AHA) approved a purchase and sale agreement and went into escrow with the owner of the Hawthorn Suites, to convert the extended-stay hotel to residential use and an affordable development. The property is currently in escrow with a purchase deadline at the end of September 2023. With the purchase of the property at 1628 Webster Street, ICD Webster LLC will require an agreement for social services on site. Life Skills Training and Education Programs, Inc ("LifeSTEPS") has provided AHA social services for over seven years. In October 2021, AHA published a request for proposals for social services and awarded the contract to LifeSTEPS.

LifeSTEPS has been providing social services since 1996 to low-income families and seniors living in affordable and supportive housing properties. LifeSTEPS has undertaken the administration of supportive social services for residents at many of the AHA properties. The social service programs are designed to strengthen the residents of the property, with the focus on life skills training and education.

DISCUSSION

ICD Webster LLC is requesting Board authorization to execute an agreement with Life Skills Training and Educational Programs, Inc, "LifeSTEPS" to provide Social Services in six (6) areas including:

- Service Coordination
- Employment and Job Training
- Education Classes
- Life Skills Training
- Financial Literacy
- Social Activities

A copy of the agreement is attached as Attachment 1. The total contract not to exceed amount is \$125,000 for the initial 2.5-year term for the Poppy Place operating budget.



Additional funding will be provided in kind from the County of Alameda, and additional hours will be supported from the AHA budget. The agreement will begin July 1, 2023 and run to December 31, 2025. The annual price structure for the services is as follows:

On-Site LifeSTEPS Employee	Service Type	Cost	Funding Source
50% FTE	Intensive Case Management	\$85,800	Alameda County Department of Behavioral Services (\$85,800) "in kind funding"
35% FTE	General Residential Services	\$50,000	Funded by project operations
15% FTE	General Residential Services	\$22,000	Funded by AHA. Some hours may be used at portfolio as needed

FISCAL IMPACT

The annual budget for social services from ICD Webster LLC is \$50,000 plus an additional \$22,000. \$50,000 of the annual proposed budget will be funded from rental income from Poppy Place (Webster Hotel Conversion). \$22,000 of the annual proposed budget will be funded by AHA. For Intensive Case Management Services rendered to the PSH units, LifeSTEPS shall receive an estimated annual fee of \$85,800.

CEQA

Not applicable

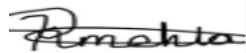
RECOMMENDATION

Approve a 2.5 year agreement with Life Skills Training and Education Programs, Inc ("LifeSTEPS") in the amount of \$125,000 from Poppy Place Operations

ATTACHMENTS

- 1. Attachment 1- ICD Webster LLC & LifeSTEPS Agreement

Respectfully submitted,



Radha Mehta, Management Analyst



CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 1st day of July, 2023 ("Effective Date"), by and between the ICD Webster LLC, corporation (hereinafter referred to as "WEBSTER"), and Life Skills Training and Educational Programs, Inc., a California nonprofit corporation whose address is 3247 Ramos Circle, Sacramento, CA 95827, (hereinafter referred to as "Consultant" or "LifeSTEPS"), is made with reference to the following:

RECITALS:

A. WEBSTER is a non-profit public benefit Corporation, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. WEBSTER is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. WEBSTER has determined that it requires professional 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. WEBSTER 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, 2025 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 WEBSTER, (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 WEBSTER relies upon this representation. Consultant shall perform to the satisfaction of WEBSTER, 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 WEBSTER 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 WEBSTER.

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 WEBSTER nor have any contractual relationship with WEBSTER.

2.5 Acceptance by WEBSTER 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 WEBSTER 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 WEBSTER to Consultant for the services provided herein shall not exceed one hundred twenty-five thousand dollars (\$125,000.00), including all expenses ("Contracted Amount"). WEBSTER shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and WEBSTER shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by WEBSTER pursuant to Paragraph 4 below. Consultant shall invoice WEBSTER 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 WEBSTER by Consultant. WEBSTER 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 WEBSTER. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsg.org or on the WEBSTER's

vendor portal. 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.

ICD Webster LLC
Island City Development
701 Atlantic Avenue
Alameda, CA 94501-2161
ATTN: Sylvia Martinez
(510) 747-4343

Email: smartinez@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 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 WEBSTER's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized WEBSTER 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 WEBSTER. Consultant shall provide adequate cooperation to WEBSTER 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, WEBSTER 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 WEBSTER. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, WEBSTER 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. WEBSTER may also terminate

this Agreement for default and charge to Consultant any costs incurred by WEBSTER 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 WEBSTER 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 WEBSTER 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 WEBSTER. 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 WEBSTER'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 WEBSTER harmless from any and all claims that may be made against WEBSTER 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 WEBSTER merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

WEBSTER 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 WEBSTER 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 WEBSTER'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 WEBSTER, 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 (WEBSTER 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 WEBSTER; 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 WEBSTER the appropriate form of dismissal relieving WEBSTER 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 WEBSTER does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by WEBSTER, or the deposit with WEBSTER, 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 WEBSTER 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 WEBSTER 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 WEBSTER a waiver of any right to subrogation which any insurer of said Consultant may acquire against WEBSTER 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 WEBSTER 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, WEBSTER 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 WEBSTER 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 WEBSTER 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 WEBSTER 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 WEBSTER of all Consultant's interests, if any, which are or may be perceived as incompatible with the WEBSTER'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 WEBSTER 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 WEBSTER. 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 WEBSTER 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 WEBSTER 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 WEBSTER 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 WEBSTER, 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 WEBSTER. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to WEBSTER 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 WEBSTER, and all publication rights are reserved to WEBSTER.

All Reports prepared by Consultant may be used by WEBSTER 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 WEBSTER projects as appropriate.

Consultant shall, at such time and in such form as WEBSTER 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 WEBSTER

17. RECORDS.

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by WEBSTER 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 WEBSTER or its designees to such books and records at proper times; and gives WEBSTER 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. All records remain the property of WEBSTER and must be turned over at contract termination unless they contain Personal Identifiable Information (PII) for a client who has not signed a Release of Information form.

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 WEBSTER shall be addressed to WEBSTER at:

ICD Webster LLC
Island City Development
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, Executive Director

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

LifeSTEPS
Craig Gillett
1984 The Alameda
San Jose, CA 95126
Craig@LifeSTEPSusa.org

19. NO SMOKING, DRINKING OR RADIO USE.

Consultant agrees and acknowledges that smoking, drinking alcoholic beverages, and listening to radios is prohibited at any WEBSTER 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.

WEBSTER 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 WEBSTER'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 WEBSTER 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 WEBSTER, then WEBSTER shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by WEBSTER 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 WEBSTER of written notice of default, specifying the nature of such default and the steps necessary to cure such default, WEBSTER 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 WEBSTER. In such case, WEBSTER may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to WEBSTER for any reasonable additional costs incurred by WEBSTER to revise work for which WEBSTER has compensated Consultant under this Agreement, but which WEBSTER has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, WEBSTER 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, WEBSTER 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 WEBSTER 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 WEBSTER. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform WEBSTER and WEBSTER 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 WEBSTER for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to WEBSTER on request; or at its option WEBSTER 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 WEBSTER to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with WEBSTER on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and WEBSTER 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 WEBSTER 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; WEBSTER information or data which is not subject to public disclosure; WEBSTER 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 WEBSTER nor have any contractual relationship with WEBSTER. 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 WEBSTER 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. Confidentiality forms must be signed by all staff as they will be handling confidential material and will be working closely to other management staff. Appropriate HIPAA regulations shall be followed.

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 WEBSTER. At WEBSTER's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to WEBSTER, at WEBSTER'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 WEBSTER 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 WEBSTER 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 WEBSTER 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 WEBSTER Executive Director (or designee) shall administer this Agreement on behalf of WEBSTER and may issue all consents, approvals, directives, and agreements on behalf of WEBSTER 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 WEBSTER 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 WEBSTER 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 WEBSTER 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 WEBSTER relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which WEBSTER 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 WEBSTER 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 WEBSTER 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 WEBSTER OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of WEBSTER shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach

by WEBSTER 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

[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.

"LifeSTEPS"

"WEBSTER"

**LIFE SKILLS TRAINING
EDUCATIONAL PROGRAMS**

AND ICD WEBSTER LLC

By: _____

By: _____

Name: Craig Gillett

Vanessa Cooper,
Executive Director

Its: President

EXHIBIT A
SCOPE OF SERVICES

LifeSTEPS has been providing social services since 1996 to low-income families and seniors living in affordable and supportive housing properties. The Property Owner will contract with LifeSTEPS to undertake the development, implementation, and administration of supportive social services for the residents of the Property. All Social Services shall be provided to the residents at the housing site, on a regular, ongoing basis. All services and/or classes will be provided to the tenants at no charge.

- A. LifeSTEPS shall act as the Supportive Housing Services Provider for the Property Owner. The Property Owner shall make an agreement with LifeSTEPS that shall confer onto LifeSTEPS sufficient control over the administration of Social Services to ensure effective delivery of Social Programs to the residents at the Property. These Social Service Programs shall be designed to strengthen the residents of the property, with a focus on life skills training, education and supportive services that meet the needs of the residents of the Property. Services are designed to generate positive changes in the lives of residents.

- B. LifeSTEPS shall provide the following services to all the residents of the Property. These Service Programs will be designed to meet the specific needs of all residents.
 - 1. Service Coordination: Resident Service Coordination responsibilities are intended to promote self-sufficiency and will include, but are not limited to: our Resident Service Coordinator (RSC) providing all residents with information about available services in the community; assisting residents to access services through information, referral and advocacy; educational classes; and organizing community- building and social activities for residents (such as holiday events, tenant council, etc.). The RSC will also provide information and referral services; housing outplacement services; transportation counseling; benefits assistance; peer advocacy groups; mediation services and medication management. The RSC will provide linkages to physical health care; mental health care; substance use treatment; representative payee services; legal assistance; domestic violence counseling; safety planning; eviction prevention counseling and advocacy; and access to basic needs such as food and clothing. **Service Coordinator provision shall be no less than two hundred eighty-four (284) hours per year or the equivalent of 5 points of CTCAC service amenities.**

 - 2. Employment and Job Training: Residents will be offered individualized focus on education and career goals by LifeSTEPS' RSC. LifeSTEPS will also provide on- site educational classes in such subjects as Job Search, Resume Writing, Financial Literacy, Computer Training and Interviewing Skills. In addition, LifeSTEPS RSC will meet one-on-one with residents to coach, support and follow up on the process of seeking and maintaining employment and job training.

3. Education Classes: LifeSTEPS staff will provide on-site educational classes covering a number of subjects, each curriculum to be taught in three-month modules, including healthy living classes, computer training, ESL, and study skills. **Adult Education Class provision shall be no less than eighty-four (84) hours per year or the equivalent of 5 points of CTCAC service amenities.**
 4. Life Skills Training: LifeSTEPS' RSC will provide and coordinate 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
 5. Financial Literacy: LifeSTEPS recognizes that financial literacy is central to successful and stable lives. Financial literacy courses include instruction in money management, savings plans, online banking curricula, and linkages to financial and money savings opportunities in the community.
 6. Social Activities: LifeSTEPS' RSC will facilitate social activities for residents, such as Holiday Celebrations, Movie Night, Pot Luck Meals, and Special Lectures. These events are designed to build community among the residents, leading to improved social contact and more stable housing.
- C. LifeSTEPS shall provide the following services to the 13 PBV PSH individuals of the Property. These Service Programs will be designed to meet the specific needs of the PBV PSH residents.
1. **Intensive Case Manager** ("ICM") responsibilities will include, but are not limited to: outreach through the local CES to obtain referrals for homeless households for placement at the Property. As part of Evidence Based and Housing First practices, priority will be given to the most vulnerable and high-acuity homeless families and individuals in the region. LifeSTEPS' on-site ICM will assist in on-boarding homeless residents by helping to gather necessary documents for proof of identity, status and income; sharing with new residents leasing packets; reviewing tenancy rules; answering questions and addressing initial concerns; making dates to begin gathering information for individual service plans; making crucial referrals for physical and mental health care resources; and scheduling regular weekly or bi-monthly meetings depending on client need; all to ensure that the special needs residents maintain their health and housing. The ICM will develop and implement an individualized service plan for each homeless resident, focusing on physical and mental health, economic resources, housing retention skills, and resident strengths, deficits and life goals. The ICM will also provide transportation counseling; benefits assistance; housing outplacement services; and peer advocacy groups. The ICM will provide linkages through the County's Full Service Partners to physical health care, mental health care, substance use

treatment, representative payee services; legal assistance; child care; domestic violence counseling; safety planning; eviction prevention counseling and advocacy; and access to basic needs such as food and clothing. All residents will be assisted with transportation planning for off-site services. **Intensive Case Management Services provision shall be no less than thirteen hundred and fifty-two (1,352) hours per year (0.65 FTE).**

D. Administration of the Contract

1. Reporting:

- 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 CES clients
 - Resident and staff success stories
 - Future goals and new program initiatives
2. Any and all required reporting for the County of Alameda CES clients and services contract, and required for the State of California Housing and Community Development department will be provided to WEBSTER according to the timelines in those contracts.
3. AHA residents cannot be hired for employment directly to AHA-owned properties.

EXHIBIT B
FEE SCHEDULE

- A. For Resident Service Coordination rendered, LifeSTEPS shall receive an estimated annual fee of \$50,000, in monthly installments of \$4,166.67, with a yearly cost of living increase of 3% per annum.
- B. For reference only: For Intensive Case Management Services rendered to the PSH PBV units, LifeSTEPS shall receive an estimated annual fee of \$85,800, in monthly installments of \$7,150, through a contract with Alameda County Department of Behavioral Services.
- C. For reference only: The Housing Authority of the City of Alameda will contract with LifeSTEPS for an additional .15 FTE for this worksite, staffing that can occasionally be assigned to work on other sites if needed up to \$22,000 annually.

On-Site LifeSTEPS Employee	Service Type	Cost	Funding Source
50% FTE	Intensive Case Management	\$85,800	Alameda County Department of Behavioral Services (\$85,800) "in kind funding"
35% FTE	General Residential Services	\$50,000	Funded by project operations
15% FTE	General Residential Services	\$22,000	Funded by AHA. Some hours may be used at portfolio as needed

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 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.
- **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 WEBSTER data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing WEBSTER 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 WEBSTER in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of the WEBSTER 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 WEBSTER 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, WEBSTER requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by WEBSTER are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant’s insurance broker to determine adequate coverage for Consultant.

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:** : ICD Webster LLC, 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, (WEBSTER), 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 WEBSTER, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by WEBSTER, 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 WEBSTER.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by WEBSTER. WEBSTER 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 WEBSTER.
- **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 WEBSTER.
- **Verification of Coverage:** Consultant shall furnish WEBSTER 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. WEBSTER 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 WEBSTER 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:** WEBSTER reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.



ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: July 19, 2023

Re: Update on North Housing Master Plan Internal Loan and Adopt Resolution for an internal MTW Loan for \$1.2 million for the North Housing Master Plan.

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. The Board of Commissioners approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

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 demolition of existing buildings and entitlement approvals, and incurred holding costs for security, fencing, and landscaping. Some of these costs will be carried by the Island City Development developments in Block A. However, there are approximately 9 acres worth of master plan costs that do not have projects assigned at this time.

In June 2023, the Board authorized the Executive Director to fund the North Housing Master Plan costs of \$4,000,000 with short to midterm use of AHA reserves, agency operating funds, and HUD Moving-To-Work (MTW) funds. Short to midterm use refers to a loan of between 5-15 years. This time period allows new projects to be identified and moved forward that can carry the cost of this initial master plan entitlement, demolition and other site preparation phase.

DISCUSSION

This memorandum provides an update on the timing and the three sources identified in the June 2023 authorization. Staff identified three sources for the loan, including agency liquidity generated by the predevelopment loan for 2615 Eagle/The Poplar (approved in June 2023), untargeted cash flow from FY 22-23, and MTW fund use.

Timing:



The entire \$4,000,000 will need to be identified as of the construction loan closing of the first Block A development. Currently, staff estimates this date to be the first quarter of 2024 at the earliest. As explained in the June 2023 memo, some of the funds need to be allocated so that AHA can undertake soil stabilization work this summer, during the dry season (a period of four months). A related item, requesting approval for the construction contract for this work, is on this Board Agenda.

Sources:

1. Predevelopment loan for 2615 Eagle/The Poplar - The lender (Housing Trust of Silicon Valley) has provided initial approvals and prepared a term sheet. They will need to do an appraisal and review initial studies performed on the project. Funding from this loan could be available as early as 90 days from now, or October 1, 2023. When this loan is available, it will repay the current \$1,600,000 that AHA advanced for the acquisition of this site, thus allowing AHA some additional liquidity to put into the Master Plan costs. The original target funding source for this amount was \$1,600,000.
2. Untargeted AHA operating cash flow from Fiscal Year 22-23 - This fiscal year closed as of June 30, 2023. Because of staff vacancies and other cost savings, it is anticipated that there will be cost savings which would be available in the next 60 days in the estimated amount of \$200,000 . Additionally, as part of the MTW financial changes, unspent HUD held reserves for housing assistance payments and administrative fees may now be spent on a fungible (flexible) basis. AHA staff have requested from HUD a withdrawal of \$1,000,000 in reserves (action previously approved by the Board of Commissioners) to pay for the typical short fall in administration costs for the Housing Programs Department. As in the past, the shortfall of Housing Programs operating costs (due to insufficient administrative fees from HUD), has been backfilled by AHA portfolio operation cash flow. This release of funds will provide additional liquidity to AHA's operations. The timing of this release of funds by HUD is not known, but a 90-day horizon is a reasonable estimate. The original target funding amount for this source is \$1,000,000, but current estimated resources are \$1,200,000.
3. MTW fund use - In addition, staff is still reviewing the potential for other MTW streamlining initiatives to provide additional MTW funding to invest in a short to mid-term loan for future affordable developments. This analysis is expected to be completed by August 30, 2023. The original target funding amount for this source is \$1,000,000. Staff recommends approving a loan of up to \$1.2 million in order to fill all remaining gaps per the attached resolution.

Staff will continue to provide monthly updates on the sources and funding of this internal loan between AHA and North Housing.

FISCAL IMPACT

Description of Sources	Amount
Agency Liquidity from predevelopment loans	\$1,600,000
FY 22-23 Untargeted Cash Flow	\$1,200,000
MTW loan - Resolution proposed on 7/19/23	\$1,200,000



	Total Sources	\$4,000,000
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Staff has identified several sources for this loan sufficient for the requirements. Approval of the attached Resolution for an MTW loan of \$1,200,000 is the final piece to fill the gap of funding these remaining Master Plan costs.

CEQA

Not applicable

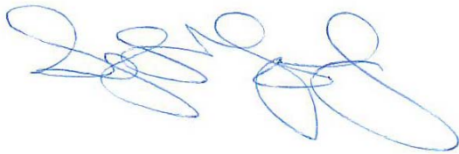
RECOMMENDATION

Update on North Housing Master Plan Internal Loan and Adopt Resolution for an internal MTW Loan for \$1.2 million for the North Housing Master Plan.

ATTACHMENTS

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development
From: Sylvia Martinez, Director of Housing Development
Date: July 19, 2023
Re: Accept the Monthly Development Report for Rosefield Village.

BACKGROUND

The Housing and Community 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 Rosefield Village project includes new construction of 78 units and renovation of 14 units, totaling 92 units, located on the 700 block of Buena Vista Avenue. ICD is the developer. The overall project scope included both the rehabilitation of existing structures and the construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry facilities, property management offices, social service coordination offices, a community room, and a central courtyard with recreation areas. Twelve existing units, in five buildings, on the east and west sides of the new building were renovated, and one house was converted into a duplex. Please see previous monthly Board Reports for project details prior to this month's update.

DISCUSSION

The project received its construction completion and Certificate of Occupancy in August 2022.

738 Eagle Fire Service

EBMUD completed its work for this fire services as of June 30, 2023. Staff has signed a contract with JHF (the original general contractors) to complete the remaining connection.

The need for an additional permit was identified in June, and that submittal will be made in early July. It is hoped that the review process will not be lengthy and that the work can be completed before the end of July. A tenant has been identified for this unit.

Leasing and Income

The project achieved 100% lease up of its tax credit units (89 units, including 23 project based voucher units) as of October 31, 2022, which is a major milestone. The site has one unit on hold (see above). All vacancies are being actively leased from the wait list.

Rent collection at this property has been an issue due to a combination of the eviction



moratorium, economic stress on working-class residents, and weakness in the former property management firm. Staff and new property management are now reviewing receivables on a weekly basis and have been able to connect directly with most of the affected households to work out payment plans. The payment plans require a significant initial repayment against the household's balance, and also that the household be current on monthly rent and the required monthly payment plan on their balance due. There are a handful of households who have been forwarded to legal review for action.

Stabilization and Conversion

The next major steps for the project are to achieve stabilization and conversion to the permanent loan phase. The stabilization includes documentation of three months of stable operations. Conversion requires that all tax credit units be appropriately leased, the stabilization period has passed, and the CPA firm has certified all costs of the project. The CPA review of costs has been completed and was sent to all funders to review. It is anticipated that the conversion will occur in August 2023, before the September 1, 2023 deadline to utilize the interest rate lock. At that time, the construction loan will be paid off by investor proceeds and the permanent loan.

All funders agree that the interest rate lock, secured in August 2020 when rates were very low, is highly favorable to the project. However, the investor is not entirely satisfied with the three months of stabilization, which reflect the rent collection and vacancy issues described above, as well as some financial reporting issues from former property management, as well as the change in property management. As such, it is likely that the investor will require that the developer fee that is typically released at conversion be retained until stabilization is acceptable. This milestone may take until the end of 2023, due to the need for three consecutive months of sufficient income. Staff is confident that the changes of recent months, which include the end of the eviction moratorium, the ability to notice, communicate and reach out to households regarding their unpaid balance, the resulting dozen or more payment plans with households (which require being current on rent, as well as a significant downpayment on receivables), as well as the weekly oversight by AHA and property management will be sufficient to obtain the clear three months before the end of 2023. In addition, the voucher rents were increased in June and July of this year, and add a boost to the ability to show viability.

The cost certification shows cost savings from construction term proceeds of approximately \$350,000. Per the County of Alameda loan documents, these construction cost savings are to be shared with the soft lenders, including the County, the City of Alameda, and the Housing Authority on a pro rata basis. Staff has discussed these repayments with the other public agencies.

FISCAL IMPACT

Until the project converts to the permanent loan, all guarantees are in place and the construction loan is recourse to ICD and the Housing Authority. In addition, the project still needs to meet the major milestone of conversion to avoid losing its interest rate lock and to pay out additional developer fee. At this point, the project continues to be under budget, largely due to construction cost savings.

CEQA



RECOMMENDATION

Accept the Monthly Development Report for Rosefield Village.

ATTACHMENTS

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



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: July 19, 2023

Re: Accept Update on Poppy Place and Authorize the Executive Director to Negotiate and Execute the Second Amendment to the Purchase and Sale Agreement at 1628 Webster.

BACKGROUND

In fall 2020, the Housing Authority of the City of Alameda (AHA) was approached by a seller, the owner of the Hawthorn Suites on Webster Street, with an opportunity to convert the hotel to residential use. The Board authorized the Executive Director to sign a purchase and sale agreement in June 2022 and provided an \$8 million conditional long-term commitment of funding to the project from the agency reserve policy. Staff applied to the State of California Housing and Community Development Department in July 2022 for funding and received an award in February 2023. Staff has accepted due diligence and negotiated an extension to close by the end of September 2023.

DISCUSSION

Staff has continued working on all aspects of design, construction and financing to bring this project to fruition. A construction lender has been identified, the Housing Trust of Silicon Valley, and the State of California Standard Agreement has been drafted and is circulating for signature. An RFP has been issued for the tenant improvements, and RFPs for the roof and solar are in draft. Contracts for property management and services are being finalized, and a tenant selection criteria for supportive housing has been finalized.

Staff has reviewed the development for any possible delays due to the County of Alameda Department of Environmental Health (ACDEH) review process, which is needed to approve the change of use from commercial to residential. This process has been initiated but can be time-consuming. The funders will require a letter of approval from ACDEH to begin construction.

Because the hotel is a commercial business, where bookings are made months in advance, staff needs to provide ample notice to the seller of any proposed changes. In abundance of caution, staff has negotiated a second amendment to the Purchase and



Sale Agreement to extend the closing. A draft amendment to the purchase and sale agreement is attached. In the need of further adjustments to this draft amendment, staff requests that the Executive Director have authority to negotiate and execute this agreement.

FISCAL IMPACT

There is no substantial fiscal impact to this action.

CEQA

Not applicable

RECOMMENDATION

Accept Update on Poppy Place and Authorize the Executive Director to Negotiate and Execute the Second Amendment to the Purchase and Sale Agreement at 1628 Webster.

ATTACHMENTS

1. Webster_Second Amendment to Agreement of Sale and Purchase_v5

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**SECOND AMENDMENT TO
AGREEMENT OF SALE AND PURCHASE**

(1628 Webster Street)

THIS SECOND AMENDMENT TO AGREEMENT OF SALE AND PURCHASE (the “Second **Amendment**”), dated as of _____, 2023, is between ALAMEDA HOSPITALITY LLC, a California limited liability company (“**Seller**”), and HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a California body corporate and politic (together with its permitted successors and assigns, “**Buyer**”).

RECITALS

A. Seller and Buyer are parties to that certain Agreement of Sale and Purchase, dated as of June 29, 2022, as modified by that certain Extension Notice, dated December 19, 2022, as further modified by that certain Second Extension Notice, dated January 23, 2023, as amended by that certain First Amendment to Agreement of Sale and Purchase, dated as of February 21, 2023 (collectively, the “**Agreement**”). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement unless the context clearly indicates otherwise.

B. Seller and Buyer mutually desire to modify the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. **Amendments.**

1.1. **Amendment of Section 1.1.** Section 1.1 of the Agreement is hereby amended by adding the following definition in a position that is alphabetical in relation to the other defined terms:

“Voluntary Remedial Action Agreement” shall mean that certain Voluntary Remedial Action Agreement (Agreement No. RO000354-2023-07-06), dated effective _____, 2023, between Buyer, and the Alameda County Department of Environmental Health (“**ACDEH**”), and acknowledged by Seller.

1.2. **Amendment of Section 2.3.** Section 2.3 of the Agreement is hereby amended in its entirety as follows:

“Section 2.3 Deposit. Buyer has deposited by Federal Reserve wire transfer of immediately available funds the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as an initial deposit (the “**Initial Deposit**”) with Escrow Agent whose address is as indicated in Section 11.3. Buyer has also

delivered the Approval Notice in accordance with the terms of this Agreement, and Buyer has deposited by Federal Reserve wire transfer of immediately available funds the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the “**Second Deposit**”) with Escrow Agent. In connection with the Second Amendment, the Buyer shall deposit by Federal Reserve wire transfer of immediately available funds the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) on or before July __, 2023 (the “**Third Deposit**” and collectively with the Initial Deposit, the Second Deposit, and the Extension Deposit (if made), the “**Deposit**”) with Escrow Agent. The Initial Deposit became nonrefundable to Buyer upon Buyer's delivery of the Approval Notice. The Second Deposit became nonrefundable when made by Buyer, subject to the terms and conditions of this Agreement. The Third Deposit shall be nonrefundable when made by Buyer, subject to the terms and conditions of this Agreement. The Deposit shall be held and delivered by Escrow Agent in accordance with the provisions of Article 5. Interest earned on the Deposit while held by the Escrow Agent shall be considered part of the Deposit and shall be deemed to have been earned by and constitute income of Buyer. If the Closing occurs, the Deposit, including all interest, shall be applied against the Purchase Price on the Closing Date.”

1.3. Amendment of Section 8.4. Section 8.4 of the Agreement is hereby amended in its entirety as follows:

“**Section 8.4 Property to be Delivered Vacant.** “The Seller shall assure that the Property is vacant and that none of the Property, including any land or buildings, is occupied by any person or entity, or encumbered by a lease or rental agreement, as of Friday, November 10, 2023, and shall deliver the Property to Buyer on the Closing Date in such vacant condition. Seller’s obligation to deliver the Property vacant shall not apply to any retail leases reviewed and approved by Buyer prior to the end of the Due Diligence Period.”

1.4. Amendment of Section 9.2. The first sentence of Section 9.2 of the Agreement is hereby amended in its entirety as follows:

“The consummation of the purchase and sale of the Property hereunder (“**Closing**”) shall take place on any date on or before November 15, 2023, as mutually determined by Buyer and Seller.”

1.5. Amendment of Section 9.3(a)(iv). Section 9.3(a)(iv) is hereby amended in its entirety as follows:

“A copy of the Compliance Certificate, as defined and issued by the East Bay Municipal Utility District (“**EBMUD**”), certifying that all private sewer lateral applicable to the Property is free of leaks and otherwise meets the requirements of the Regional Private Sewer Lateral Ordinance, adopted and consolidated by the EBMUD.”

1.6. Addition of Section 9.7. Section 9.7 is hereby added to Article IX of the Agreement as follows:

“Section 9.7 Termination of Voluntary Remedial Action Agreement.

In the event of termination of this Agreement for any reason, Buyer agrees (1) to cause the termination of the Voluntary Remedial Action Agreement in accordance with the terms thereof, and (2) to pay any and all fees and costs associated with the termination of the Voluntary Remedial Action Agreement; provided, however, that Buyer shall not have any obligations under this Section 9.7 or under the Voluntary Remedial Action Agreement with respect to the mere discovery of adverse conditions relating to the Property or preexisting conditions of the Property discovered by Buyer, Seller, or the ACDEH in the course of any investigations permitted by this Agreement or by the Voluntary Remedial Action Agreement and Buyer shall have no responsibility or liability for the discovery of such adverse or preexisting conditions, or for paying the cost of remedying or rectifying any such conditions.”

2. No Other Amendments; This Second Amendment Governs and Controls. The Agreement, as amended by this Second Amendment, is hereby reaffirmed. Except as expressly modified hereby, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Second Amendment are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Second Amendment shall govern and control. All references in the Agreement to the “Agreement” shall mean the Agreement as amended by this Second Amendment.

3. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by email or other electronic transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment as of the day and year first above written.

SELLER

ALAMEDA HOSPITALITY LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

BUYER

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

By: _____
Name: _____
Title: _____

CONSENT OF ESCROW HOLDER:

Fidelity National Title Company (“**Escrow Agent**”), accepts the foregoing Second Amendment as escrow instructions, agrees to act as escrow holder and to be bound by the provisions in the Agreement, as amended by the Second Amendment, as applicable to the Escrow Agent.

FIDELITY NATIONAL TITLE COMPANY

By: _____
Name: _____
Title: _____



ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

ITEM 5.A

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: July 19, 2023

Re: Executive Director to Appoint the new ICD board member with effective start date of August 1 2023 for a two year term.

BACKGROUND

Per the bylaws, there are three ICD Board members that serve as board of directors and officers. The Executive Director of the Housing Authority of the City of Alameda serves as the Board President. A member of the Housing Authority Board of Commissioners is also an ICD Board member, as appointed by the Board President. The last seat is filled by a current or former Housing Authority employee and is appointed by the Board President.

DISCUSSION

It is anticipated that Janet Basta, who has been a Designated Director of the Board shall cease to be an employee of the Housing Authority as of the end of July 2023. Thus, the Executive Director will need to appoint a new Director as of 8/1/2023 to maintain the minimum number of Board members for the organization.

Janet Basta has been a Director of Island City Development over a time of great growth and activity. Her leadership has been instrumental in the creation of new affordable homes for Alamedans at Everett Commons and Littlejohn Commons. Her efforts have been critical to the success of Rosefield Village, which has won considerable recognition. Her votes have laid the groundwork for new homes at Poppy Place, Estuary, and Linnet Corner. Staff is very grateful for her support and guidance as an ICD Director and wish her a happy future.

FISCAL IMPACT

There is no fiscal impact to this action.

CEQA

N/A

RECOMMENDATION

Executive Director to Appoint the new ICD board member with effective start date of August 1 2023 for a two year term.

ATTACHMENTS



Island City Development
July 19, 2023
None

Page 2

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sylvia Martinez', with a stylized flourish at the end.

Sylvia Martinez, Director of Housing Development





ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: July 19, 2023

Re: Authorize President to Negotiate and Execute a Contract Not to Exceed \$192,985 with Garavaglia Architecture, Inc.

BACKGROUND

In June 2022, the Housing Authority of the City of Alameda (AHA) approved a purchase and sale agreement and went into escrow with the owner of the Hawthorn Suites, to convert the extended-stay hotel to residential use and an affordable development. The Housing Authority also approved an option to ground lease and sell the improvements to ICD Webster LLC to convert the existing hotel into affordable apartments, as an adaptive reuse project. Both entities are co-sponsors of a successful application for State of California Multi Family Housing Program dollars.

DISCUSSION

The purchase and construction are expected to occur before the end of 2023. ICD and AHA have begun to procure vendors for the adaptive reuse, and jointly held a Request for Qualifications to develop a pool of qualified architects. Garavaglia Architects Incorporated was selected as a qualified architect and a contract was negotiated for the design and construction administration. The scope of work includes community space re-design, creation of a laundry room and outdoor parklet, additional accessibility in the newly created dwelling units, and the addition of kitchen appliances. The total contract is expected to be \$192,985, which includes a \$25,000 time and materials scope for unforeseen additional work, subject to written authorization. The proposed amendment, which is in addition to the small feasibility contract of \$20,000, is attached.

FISCAL IMPACT

None. The project budget anticipated the cost of architecture and design at this level.

CEQA

Not applicable

RECOMMENDATION

Authorize President to Negotiate and Execute a Contract Not to Exceed \$192,985 with Garavaglia Architecture, Inc.



ATTACHMENTS

1. AAR-Garavaglia_ Amendment 1 to Architectural Services Agreement

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sylvia Martinez', with a stylized flourish at the end.

Sylvia Martinez, Director of Housing Development

AMENDMENT NO. 1 TO CONSULTANT SERVICES AGREEMENT

This Amendment of a Consultant Services Agreement by and between the ISLAND CITY DEVELOPMENT, and its affiliates, a California non-profit public benefit Corporation (hereinafter referred to as "ICD"), and GARAVAGLIA ARCHITECTURE, INC., a California corporation whose address is 582 Market Street Suite, 1800, San Francisco, CA 94104 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS

- A. On Mary 9, 2023, a Consultant Agreement was entered into by and between ICD and Consultant for professional architectural services for feasibility, architectural design, required code upgrades, and site design for the adaptive reuse of a site at 1628 Webster, Alameda, CA.
- B. The Original Consultant Agreement limited the Compensation to Consultant to a not exceed amount of \$20,000 for the term of the contract.
- C. The original expiration date of the contract was June 30, 2024.
- D. The effective date of this Amendment shall be July 5, 2023.
- E. All conditions of the Consultant Agreement will remain the same except as amended below.

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

1. The Compensation to Consultant will include an additional One Hundred Seventy-Two, Nine Hundred Eighty-Five and zero cents (\$172,985.00). The new not to exceed amount for the entire Agreement will be modified to One Hundred Ninety-Two, Nine Hundred Eighty-Five and zero cents (\$192,985.00).
2. The contract term shall be extended to December 21, 2024.
3. Exhibit A shall have the additional scope described in Attachment A_Addendum 1, as attached. The scope noted as Optional shall be incurred and initiated only upon ICD's written request via electronic mail.

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

[Signatures on following page]

Consulting Firm:
GARAVAGLIA ARCHITECTURE INC. a corporation

By: _____

Michael A. Garavaglia
Principal

ISLAND CITY DEVELOPMENT, a California non-profit public benefit Corporation

By: _____

Vanessa Cooper
President



582 MARKET ST. SUITE 1800
SAN FRANCISCO, CA 94104

T: 415.391.9633
F: 415.391.9647

www.garavaglia.com

AMENDMENT TO CONTRACT

29 June 2023

Contract Amendment #1

To: Contract for Professional Services dated 9 March 2023

For: Poppy Place
1628 Webster Street, Alameda, CA

I. WORK PLAN / FEE PROPOSAL

This proposal addresses the architectural, mechanical, plumbing, and electrical services required for the hotel building located at 1628 Webster Street in Alameda, CA. These services are for the change of use, limited rehabilitation of the existing building, and interior tenant improvements as developed to date under the existing scope of services. The associated fees are identified in the attached matrix.

The anticipated construction budget is approximately \$1,595,000.

The work plan and fee proposal are based on the following assumptions:

- We will be provided existing to-scale drawings as a starting point for development of base drawings
- Structural engineering is not required for the proposed scope and will be an additional service cost if needed
- No public meetings or reviews are part of this proposal, as it is assumed that none will be required for interior only work
- Upgrade or modification to utility service entrances are not included
- Fire alarm and fire sprinkler will be design build
- There will be a contractor selected to work along with the design team to undertake value engineering and overall project budgeting
- Landscape design / drawings and CASp services / fees are additional if determined they are needed (budgets provided).

Scope of Services

This project can be broken down into six phases. This scope of work describes the step-by-step process from the start of the design process to the completion of construction. The phases are as follows:

Phase 1 – Kick-Off / Refinement of Concept Design / Code Research / Base Plans
Completed

Phase 2 –Design Refinement

The schematic design phase consists of the following tasks:

- Design Refinements - We will meet with the client to review the improvements and to discuss styles and details.
- Interior Design - Based on the input from the design meeting we will complete minor modifications.
- The proposed design will be further evaluated for remaining municipal building code compliance.
- Develop structural design concepts (Addition Service if scope required)
- Develop M/E/P design concepts
- Cost estimate – A design development level estimate will be developed
- Sign Off Meeting - At the end of this phase, we will meet with you to review the design. You will be asked to approve the final design in writing before we proceed to the next phase. The overall scope of the project should also be set at this time.

We will provide printed and / or PDF versions of the documents for your review and use.

Phase 3 - Construction Documents

The design scheme will be further developed integrating any client comments and other input from review of Schematic Design. The drawings will consist of computer-generated drawings annotated with information needed to describe the project. Drawings showing the proposed design must be created for building department review. The drawings consist of hardline computer generated drawings annotated with information needed to describe the project. The drawings and tasks consist of:

- Cover Sheet / General Notes
- Site plan with roof plan
- Floor plans showing selective demolition
- Floor plans of proposed work
- Reflected ceiling plans
- Exterior elevations
- Building section
- Interior elevations (typical rooms/ areas)
- Exterior construction details
- Interior construction details, including major interior architectural features
- Schedules (door, window and finish)
- M/E/P plans and details
- We will coordinate with Client on their selection of fixtures and materials.
- Energy calculations and Green Building measures
- Specifications
- Client Progress meeting - We ask that the owner review and sign off on the documentation when we are approximately 85% complete with the drawings.

We will provide printed and/or PDF versions of the documents for your review and use.

Note: Special reviews or revisions requested by the planning department or neighbors to facilitate the project are not included in this proposal being there are too many variables. If required, and once feedback from all parties is received, we can provide an estimate of fee for needed services to process the project if required.

Phase 4 - Building Permit Submission & Management

Your project will need a building permit. The tasks in this phase include:

- Submission - We will assist you by preparing the documentation and delivering it for building permit submission. We will coordinate for your signature on all documents for permit submission and will arrange with you to pay for the permit review.
- Monitoring - One important aspect in keeping the permit issuance timetable moving is to consistently check with the City to see that reviews are being processed properly and to respond with requests for information.
- Revisions - The building department review usually results in minor revisions and/or requests for clarification. We will provide the plan checker with information when requested. This estimate is based on minor requests only (up to 12 hours of our time), more complex revisions are not included in this estimate.

We will provide printed and / or PDF versions of the documents for your review and use.

Phase 5 - Bid Assistance

This phase may vary depending on how you want to work with the contractor through a negotiated proposal. We will assist you in acquiring a bid from your contractor through one "round" of bidding. We use a streamlined construction document / bid process which requires the contractor to add their professional experience into their bid. This should provide a complete bid which reflects all the requirements for the project. The tasks in this phase include:

- Bid Assembly and Coordination - We will assemble and distribute the documents for negotiated bids from your contractors.
- Site Visit - One site visit will be arranged for the contractors and subs to walk the site. We will answer their questions about the project as they arise.
- Request for Information Clarification Sketches – Individual contractors may need specific information to clarify their bid. This can be provided in drawing or written form. (up to 10 hours)
- Bid Review and Analysis - We will review and analyze the contractors' bid if desired. (limited to 8 hours)

We will provide printed and / or PDF versions of the documents for your review and use.

Phase 6 - Construction Administration

The main service provided during this phase is periodic site visits to check on the general progress of the work and to provide information to the contractor. It is important to do this so that any questions can be addressed before work is started. This type of project would typically take about 4 months to construct. The tasks include:

- Site Visits - We will be making site visits at crucial milestones to check on the work and answer contractor questions, with Structural, Mechanical, Plumbing, and Electrical engineers, as needed. These visits will take from one to two hours each. This estimate is based on ten (10) site visits (regular 2x per month) including Substantial Completion and Final Completion.
- Site Visit Reports – We will prepare summary notes of conditions and progress based on observations from site visits.
- Additional Information Requests - We will provide additional information and / or clarification drawings when they are requested by the contractor, limited to twenty-five (25) hours, with each response provided within 5 business days.
- Submittal will be organized and distributed for review by appropriate review. Each will be tracked and managed to maintain an efficient process. We will review a

- reasonable number of contactor product and equipment submittals, limited to twenty (20) hours, with each review completed within 5 business days.
- Change Order Review – We will assist in the review of change orders if they occur and provide input as needed, limited to five (5) hours.
 - Payment Review - We provide review of the contractor's monthly payment requests. This will require that the contractor provide progress reports before payments are issued. Any change order documentation must also be put in writing and authorized before execution. Both of these issues will minimize difficulties during construction.

All other provisions of the original agreement remain the same.

If the proposed scope of work and fee are acceptable please sign and date this amendment below and send a copy back to us for our signature. A copy will be returned for your records. We will start work with your authorization to proceed.

GARAVAGLIA ARCHITECTURE, INC.
A California Corporation

CLIENT
Island City Development

Michael A. Garavaglia, AIA, LEED AP, BD+C
Principal
C14833

Vanessa M. Cooper
President

Date:

Date:

Fee matrix dated 28 June 2023 attached.

SCOPE ITEMS	TEAM						Total*
	Garavaglia Architecture, Inc.	Structural Engineering*	MEP Engineering*	CASp Building*	Green Architecture*	LSA Cost Estimation*	
Tasks Phase 1 - Completed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tasks Phase 2 - Design Refinement	\$ 7,965.00	\$ -	\$ 14,700.00	\$ -	\$ -	\$ -	\$ 22,665.00
Tasks Phase 3 - Construction Documents	\$ 30,090.00	\$ 2,500.00	\$ 20,000.00	\$ -	\$ -	\$ 7,000.00	\$ 59,590.00
Tasks Phase 4 - Permit Submssion & Monitoring	\$ 5,005.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 7,005.00
Tasks Phase 5 - Bidding Assistance	\$ 6,075.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 8,575.00
Tasks Phase 6 - Construction Administration	\$ 20,600.00	\$ -	\$ 9,700.00	\$ -	\$ -	\$ -	\$ 30,300.00
TOTAL FEES/FIRM	\$ 69,735.00	\$ 2,500.00	\$ 48,900.00	\$ -	\$ -	\$ 7,000.00	\$ 128,135.00
TOTAL REIMBURSABLES/FIRM W/15% MARKUP	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
						TOTAL FEE INCL. REIMBURSABLES	\$ 130,635.00
Optional Services							
Phase 2 Add Service	\$ 350.00	\$ -	\$ -	\$ 2,750.00	\$ -	\$ -	\$ 3,100.00
Phase 3 Add Service	\$ -	\$ -	\$ -	\$ 2,750.00	\$ 8,950.00	\$ -	\$ 11,700.00
Phase 6 Add Service	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,550.00	\$ -	\$ 2,550.00
Total Additional Services Fee	\$ 350.00	\$ -	\$ -	\$ 6,500.00	\$ 10,500.00	\$ -	\$ 17,350.00
Total Additional Services Reimbursables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						TOTAL OPTIONAL FEE INCL. REIMBURSABLES	\$ 17,350.00

GRAND TOTAL : \$ 128,135.00

GRAND TOTAL INCLUDING REIMBURSABLES: \$ 130,635.00

RAND TOTAL INCLUDING OPTIONAL SERVICES & REIMBURSABLES: \$ 147,985.00

Option services for CASp, Green, and LSA to be incurred only with ICD's written request.

ICD initiated optional services: Additional architectural services as requested in writing at hourly rates provided in the PMRFQ_0919022, not to exceed a total of \$25,000.

Grand Total including all optional services & reimburseables: \$ 172,985.00