



ISLAND CITY DEVELOPMENT AGENDA

AGENDA

DATE & TIME

REGULAR MEETING OF ISLAND CITY DEVELOPMENT

Wednesday, August 20, 2025 - 6:02 PM

LOCATION

703 Atlantic Avenue, Alameda, CA 94501 - Ruth Rambeau Memorial Community Room

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

To Attend In-Person -

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

To Join Zoom Meeting -

<https://us06web.zoom.us/j/82617583123?pwd=BM3TenEVxEayocip8V0NHIZ9Qi0nYb.1>

Meeting ID: 826 1758 3123

Passcode: 406791

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

- Send an email with your comment(s) to sraskin@alamedahsg.org prior to or during the Board of Directors meeting
- Call and leave a message at (510) 571-1700.

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

Persons in need of special assistance to participate in the meetings of the Island City Development Board of Directors, please contact (510) 747-4325 (voice), 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.

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 Regular Board of Directors Meeting held on June 18, 2025 and the Special Board of Directors meeting held on June 23, 2025.
 - B. Accept the Monthly Construction Report for The Estuary I.
 - C. Accept the Monthly Construction Report for Linnet Corner.
 - D. Accept the Monthly Report for North Housing Offsites.
 - E. Accept the Quarterly Overview Report for the Housing Development Department.
 - F. Accept the Quarterly Development Report for The Estuary II.
 - G. Ratify the Contracts between ECAM and Lakehurst and Mosely LP and Mabuhay and Lakehurst LP for the North Housing Camera System for a total of \$213,702.12 dollars
5. NEW BUSINESS
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.





Minutes – Draft until approved

Island City Development

Regular Meeting, June 18, 2025

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 6:49 PM. The following Board members were present: Director Alicia Southern, Director Carly Grob, and Director Vanessa Cooper; quorum established. Staff in attendance: Jasmine Polar, Sarah Raskin, Sylvia Martinez, Greg Kats, Nafisah Ali, Katherine Mendez, Kylie Brannon, Yasna Rahmani, Paris Howze, and Tonya Schuler-Cummins.

2. PUBLIC COMMENT (Non-Agenda) **NONE**

3. AB2449 COMPLIANCE - The Chair confirmed that there were 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.

4. CONSENT CALENDAR (Action)

- A. Approve the Minutes of the Special Board of Directors Meeting on May 21, 2025.
- B. Accept the Monthly Construction Report for The Estuary I.
- C. Accept the Monthly Construction Report for Linnet Corner.
- D. Accept the Monthly Report for North Housing Offsites.
- E. Accept Low-Income Housing Tax Credit Partnerships Audited Financial Statements, in which Island City Development or an Affiliate of Island City Development is an Equity Partner.



- F. Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through March 31, 2025.
- G. Approve Agreement between Eagle and Everett Limited Partnership and ItsElectric.
- H. Approve Contract Amendment No.5 Not to Exceed \$195,032.33 with Gubb and Barshay for Linnet Corner, Approve Contract Amendment No.5 Not to Exceed \$185,032.34 with Gubb and Barshay for Estuary I, and Approve Contract Amendment No.5 Not to Exceed \$195,032.33 with Gubb and Barshay for Estuary II.
- I. Approve Contract Amendment No.4 Not to Exceed \$176,699 with Gubb and Barshay for Linnet Corner, Approve Contract Amendment No.4 Not to Exceed \$166,699 with Gubb and Barshay for Estuary I, and Approve Contract Amendment No.4 Not to Exceed \$176,699 with Gubb and Barshay for Estuary II.
- J. Accept a Loan from the Housing Authority of the City of Alameda of up to \$500,000 for Future Funding Applications for Estuary II, with the Stipulation to Seek Other Local Funding.

Director Cooper stated that item 4I is subject to AHA Board of Commissioners' approval.

Director Grob motioned to accept Consent Calendar items 4A-4J; Director Southern seconded. A call for all in favor, the motion passed unanimously.

- 5. NEW BUSINESS **NONE**
- 6. NON-AGENDA (Public Comment) **NONE**
- 7. WRITTEN COMMUNICATIONS **NONE**
- 8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF

Director Cooper urged Board members and AHA staff to visit the North Housing site while construction is in progress. Director Cooper thanked staff S. Martinez, her team, and the entirety of the AHA for their work in completing construction and lease-up activities.

9. ADJOURNMENT

Director Cooper adjourned the meeting at 6:52 PM.





Minutes – Draft until approved

Island City Development

Special Meeting, June 23, 2025

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 12:12 PM. The following Board members were present: Director Alicia Southern, Director Carly Grob, and Director Vanessa Cooper; quorum established. Staff in attendance: Sarah Raskin, Sylvia Martinez, Greg Kats, Katherine Mendez, Paris Howze, Jocelyn Layte, Steven Zhao, Joseph Nagel, and Nancy Gerardin.

2. PUBLIC COMMENT (Non-Agenda) **NONE**

3. AB2449 COMPLIANCE - The Chair confirmed that there were 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.

4. CONSENT CALENDAR (Action)

- A. Authorize the Executive Director to Negotiate and Execute Contracts with LifeSTEPS, Inc. for up to \$1,250,000 for social services at The Estuary I and Linnet Corner.

Staff S. Martinez presented item 4A. LifeSTEPS was procured in a competitive RFP process, and the agency provides supportive services to the majority of AHA's properties. AHA staff intended on using LifeSTEPS for Linnet Corner's residents' supportive services. Estuary I will now use LifeSTEPS for its supportive services. LifeSTEPS will be providing a higher level of care at Linnet Corner



and Estuary I, such as intensive case management. The funds are already budgeted for both properties and LifeSTEPS is ready to begin once construction ceases. Negotiations are still in progress for Estuary I's contract, and Linnet Corner's contract is attached to item 4A.

Director Cooper stated that LifeSTEPS and AHA staff have quickly pivoted to execute these agreements, and that LifeSTEPS staff have been very helpful. Director Cooper stated that AHA staff are excited to work with LifeSTEPS on both North Housing sites.

Director Grob motioned to accept Consent Calendar item 4A; Director Southern seconded. A call for all in favor, the motion passed unanimously.

5. NEW BUSINESS **NONE**
6. NON-AGENDA (Public Comment) **NONE**
7. WRITTEN COMMUNICATIONS **NONE**
8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF **NONE**
9. ADJOURNMENT

Director Cooper adjourned the meeting at 12:15 PM.



**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: August 20, 2025

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

BACKGROUND

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

The Estuary I project is located at 500 Mosley Avenue. ICD is the developer. The project scope includes 45 new construction permanent supportive housing units for unhoused or formerly unhoused individuals or households, including one manager's unit. Amenities include property management offices, social service coordination offices, a community room, a mail room, central laundry, central courtyard, and secure bike parking. J.H. Fitzmaurice, Inc. (JHF) initiated construction on January 30, 2024, and received its Temporary Certificate of Occupancy and substantial completion on July 3, 2025.

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

DISCUSSION**Construction**

The overall project completion and billing percentage, through July 31, 2025, is approximately 99%. The project received its Temporary Certificate of Occupancy (TCO) on July 3, 2025, and the development team is working on the remaining items needed for the Certificate of Occupancy (COO).

June construction activities included: standard earth work and erosion control, landscape and irrigation, site metal fencing, interior tiling and ceiling work, storefront windows and painting, fire sprinkler testing, resident appliance delivery and installation, window coverings and property signage installed, exterior building maintenance, plumbing, HVAC, and electrical work. In July, the elevator and life safety systems passed inspection, allowing the project to receive TCO. The small remaining number of construction activities include small amounts of the following items: standard earth work and erosion control, landscape and irrigation, site metal fencing, concrete work, property signage.

Change orders were approved for June and July for \$12,650.38 and \$18,321.95 respectively,



increasing the total approved change orders to \$628,555.49 to date. Owner's hard cost contingency and a General Contractor's contingency (already budgeted within the GC contract) are available for upgrades, master-plan cost overruns, as well as unexpected costs detailed below. Owner contingency funds are held separately from the contract. Executed change orders have utilized 56% of the owner's hard cost contingency and a General Contractor's contingency combined.

The total projected use of owner contingency (including General Contractor's Contingency and soft cost savings) is around 60%. This includes \$477,379.00, the projects 23% portion of the costs from the soil off haul. Only the Executive Director can approve additional costs to the contract and staff closely review all prospective change orders at the site. All supplies needed to finish the project have been bought, so there has not been any significant impact on materials impacted by tariffs.

Operation and Lease Up Activities

In January, staff began working with cross-agency departments and external partners to prepare for lease-up. This included receiving and reviewing referrals from the County of Alameda Coordinated Entry System (CES). Move-in activities began on July 21, 2025, and included all departments at AHA, FPI property management, LifeSTEPS services, AHA summer interns and lease-up staff. Weekly all-hands meetings and task coordination will continue throughout the project's leasing and transition to Property Operations. This month, the team finalized additional items that could be added to the property to improve tenant enjoyment and set up onsite staff for success. Staff and interns helped move the additional unit dry goods into units and performed quality control checks to ensure units were ready to move in. During the lease-up weeks, staff met twice a day to review move-ins, units, and any warranty items.

All units are filled by referrals – there are no units open to the public at Estuary I and 40 of the 44 units receive Project-Based Vouchers (PBV). As of July 31, 2025, 88% of the apartments were leased and occupied by residents, with anticipation of full occupancy by the end of August. AHA's partners and staff's strong efforts made this swift and successful lease-up possible.

Staff continue to finalize the remaining units in August, which will start the timeline for meeting the financial obligations and reaching stabilization. The Housing Development team is working with JHF to address any warranty issues that arise as the building goes through leasing and shifts into full operations.

LifeSTEPS has provided full staffing during the lease up including tenant orientations on services, enrollment in the Alameda Food Bank and hosting an initial Food Bank event, holding one-hour individual meetings for initial assessments, and helping to track that all tenants were enrolled in the AMP reduced utility cost program and free transit pass program.

Stabilization and Permanent Financing

Estuary I will use the next two to three months to close out construction and construction-related documentation, including filing the Notice of Completion and paying retention. In addition, it will be working toward stabilized operations, including key milestones such as 100% of all tax credit units leased by December 15, 2025, three full months of 95%



occupancy and operations at a 1.10 debt service coverage ratio (this is a ratio that compares income to expenses) by 5/1/2026, and all financial close out documentation such as the cost certification by 6/1/2026.

The Grand Opening has been scheduled for September 25, 2025, from 3:00–5:00 p.m.

FISCAL IMPACT

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

CEQA

Not Applicable.

RECOMMENDATION

Accept the Monthly Construction Report for The Estuary I.

ATTACHMENTS

1. Att1_Est I BOC Monthly Budget Update 08.2025
2. Att2_Estuary I Photo updates BOC 08.2025

Respectfully submitted,



With support from Neil Saxby, Renew Urban, Consultant
Jocelyn Layte, Associate Project Manager

The Estuary I
Monthly Update - as of July 31, 2025

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$ 2,444,509.90	\$ 2,444,510.00	100%	\$ (0.00)
Hard Costs	\$ 28,987,749.14	\$ 22,555,778.15	78%	\$ 6,431,970.99
Soft Costs	\$ 11,516,406.96	\$ 4,310,257.61	37%	\$ 7,206,149.35
Total	\$ 42,948,666.00	\$ 29,310,545.76	68%	\$ 13,638,120.24

General Contract Status	
Total Contract Value	\$ 24,898,007.00
Change Orders	\$ 628,555.49
Revised Contract Value	\$ 25,526,562.49
Value of Work Completed to Date	\$ 25,391,877.05
Retention Withheld	\$ 2,487,818.08
Amount Paid to Date	\$ 22,555,778.15
Balance to Finish less retention	\$ 134,685.16
% Construction Complete	99.47%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$ 1,394,525.00	\$ 250,000.00
Approved Change Orders to Date	\$ 628,555.49	\$ 113,587.04
Remaining Balance of Contingency	\$ 765,969.51	\$ 136,412.96
% of Contingency Used	45%	45%
Anticipated Soil Off-Haul Costs	\$ 425,134.77	
Remaining Balance of Contingency	\$ 340,834.74	
Projected Use of Contingency	\$ 276,292.28	
Remaining Balance After Projected Use	\$ 64,542.46	
% of soil offhaul budget projected	95%	

The Estuary | Progress Photos June and July 2025



Aerial photo of North Housing Block A June 2025



Aerial photo of North Housing Block A July 2025



Unit Photo from the front door looking into living room.



Unit Photo from Living area looking into entry way.



Unit Photo from Living area looking into sleeping area, kitchen, entry way of a studio unit.

**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors
Island City Development

From: Paris Howze, Project Manager

Date: August 20, 2025

Re: Accept the Monthly Construction Report for Linnet Corner.

BACKGROUND

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

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

Staff delivered a notice to proceed on March 6, 2024, and J.H. Fitzmaurice, Inc. (JHF), commenced construction activities on March 14, 2024. The project is expected to achieve completion ahead of schedule in September 2025.

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

DISCUSSION***Construction:***

The overall project completion and billing percentage, through July 31, 2025, is approximately 97%. Throughout June and July, construction activities included installation of refrigerators and ovens throughout all units, installation of washers and dryers in the common laundry room, installation of the storefront community room doors, installation of the t-bar and wood acoustic ceiling in the first-floor common area spaces, completion of the exterior landscaping including the third-floor rooftop terrace, completion of striping and painting of the parking lot, and installation of fitness equipment. Additionally, staff are conducting unit inspection walks in anticipation of move-ins in September 2025. City inspectors have also begun conducting their review required for Temporary Certificate of Occupancy (TCO), which will require that the Public Works Department sign off on the completion of offsites at the same time. Final sign-



off of offsites will occur upon completion of Linnet Corner. Please see related offsites memo for additional details.

Linnet Corner currently has 20 rain delays, attributable to the rain's impact on site work and offsite items. The interiors are on or ahead of schedule. At this time, the General Contractor (GC) still anticipates early completion despite the rain delays.

Change orders over the past month totaled \$55,703, increasing the total approved change orders to \$653,605. Owner contingency funds are held separately from the contract. Executed change orders have utilized 38% of the available hard cost contingency. Staff are currently working with the GC and property management to identify additional improvements that will enhance resident operations. The projected costs of these items are expected to be less than \$200,000. Between the utilized contingency and projected utilization of the remaining contingency, the project expects to have 49% of the hard cost contingency remaining by the end of the project. Only the Executive Director can approve additional costs to the contract, within the planned contingency amounts, and staff closely review all prospective change orders at the site. Staff are also tracking soft cost savings and the use of contingencies, which can also be applied to hard cost uses later in the project's cycle.

In anticipation of receiving TCO by early September, staff are beginning to plan for a grand opening on September 25, from 3:00 to 5:00 p.m. commemorating both the anticipated opening of Linnet Corner and the adjacent property, Estuary I.

Deferred Developer Fee:

Staff have been tracking a funding gap that balances Linnet Corner's portion of estimated soil off-haul costs with anticipated savings in interest, permit and impact fees, and savings in both soft and hard cost contingencies. At this point, staff believe that any cost overruns will be covered by an additional deferred developer fee from the project itself and no new funding will be required to balance the budget.

Operation and Lease-Up Activities:

Staff continue to cross-collaborate with internal agency departments to prepare Linnet Corner for move-ins beginning in September 2025. Property management and service provider staff continue to partner with AHA's Housing Programs Departments staff to identify and review applicants both from AHA's existing Project-Based Voucher (PBV) waiting list, and continue to process applicants with an Alameda live/work preference from the lottery. Eligibility and compliance verification will be ongoing through the start of move-ins upon receipt of TCO. A dozen offers have been made to eligible residents so far. Below is a summary of the three different applicant pools the lease-up team is working through to identify applicants:

1. Coordinated Entry System (CES) units: 16 one-bedroom and studio units are reserved for unhoused, disabled senior veterans referred by Alameda County Health Services Agency's (HCSA) Coordinated Entry System (CES) or through other social services agencies. These units all have Project-Based Vouchers (PBVs). Referrals from CES are expected soon. An interest list has also been developed in case CES is unable to provide 16 referrals.
2. PBV units: 24 one-bedroom and studio units will be filled through AHA's existing Project-Based Voucher (PBV) waiting list; interviews and paperwork have already begun for these candidates, and



3. Lottery Units: 23 studio units will be filled through a public lottery for the units not tied to PBV subsidy or CES. In April 2025, staff ran a two-week application period and received over 1,700 applications. At the beginning of May 2025, staff conducted public lottery interviews and paperwork has already begun to identify eligible applicants. Additional project information on Linnet Corner can be found on Linnet Corner's new leasing website at www.linnetcorner.com.

AHA staff from the Housing Department and Portfolio have nearly finalized the first-year operating budgets and property operations contracts. The Administration department has finalized the supportive services contract, with supplemental referrals and will-serve letters documented by the Housing Department per the requirements of the State of California.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. To date, the construction will likely be delivered one month early. At this time, any cost overruns are covered by contingencies, savings, and deferred developer fees. Linnet Corner is a 4% tax-credit project which is reliant on basis-eligible costs for part of its financing. Changes during construction (including the soil off-haul cost, basis-eligible cost savings, and interest savings due to lower interest rates) will result in some equity loss. This loss will be covered by cost savings, and also by additional deferred developer fees. The project has a \$3,000,000 developer fee in total of which \$1,295,000 was deferred at closing. Cost overruns will use part, but likely less than half, of the remaining potential deferred fee of \$1,705,000.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Construction Report for Linnet Corner

ATTACHMENTS

1. 25_08_Linnet Corner - Budget Tracking
2. 25_08_Linnet Corner - Progress Photos

Respectfully submitted,



Paris Howze, Project Manager

Linnet Corner
Monthly Update - as of July 31, 2025

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$526,338	\$526,338	100%	\$0
Hard Costs	\$38,347,043	\$31,470,600	82%	\$6,876,443
Soft Costs	\$14,598,875	\$5,602,515	38%	\$8,996,360
Total	\$53,472,256	\$37,599,452	70%	\$15,872,803

General Contract Status	
Total Contract Value	\$29,561,507
Change Orders	\$653,605
Revised Contract Value	\$30,215,112
Value of Work Completed to Date	\$29,190,956
Retention Withheld	\$2,859,264
Amount Paid to Date	\$26,331,692
Balance to Finish	\$3,883,420
% Construction Complete	97%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,738,717	\$450,000
Approved Change Orders to Date	\$653,605	\$20,951
Remaining Balance of Contingency	\$1,085,112	\$429,049
% of Contingency Used	38%	5%
Anticipated Master Plan Costs	\$0	
Projected Use of Contingency	\$199,686	
Remaining Balance of Contingency	\$885,426	
% of Contingency Projected	49%	

Linnet Corner
Progress Photos
(July 31, 2025)



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



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

Linnet Corner
Progress Photos
(July 31, 2025)



Figure 3: View from Mosley and Mabuhay Avenue



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

Linnet Corner
Progress Photos
(July 31, 2025)



Figure 5: Installation of washers and dryers in laundry room



Figure 6: Installation of community room storefront roll-up doors

Linnet Corner
Progress Photos
(July 31, 2025)



Figure 7: Planters and wood pedestal pavers on third floor roof terrace



Figure 8: Exterior Landscaping in front of community room space

**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: August 20, 2025

Re: Accept the Monthly Report for North Housing Offsites.

BACKGROUND

The Housing Development Department provides monthly reports on projects under construction. The Housing Authority of the City of Alameda (AHA) is leading the North Housing Masterplan work to prepare the sites and provide infrastructure for Linnet Corner and Estuary I. This report provides updates on the North Housing Block A offsite work.

DISCUSSION

Site: North Housing Block A Offsite improvement, 501 Mosley Avenue, Alameda, CA 94501

The total project cost, as of July 25, 2025, is: \$6,391,646. This is an increase of \$4,815 from change order No. 6, which reflects work done for positive drainage of and management of vectors on Black C along Mabuhay Street.

Sources of funds are budgeted within the North Housing Block A projects, with Estuary I covering 23%, Linnet Corner covering 60%, and Estuary II covering 17% of the offsite improvement costs.

Purpose: AHA contracted with J.H. Fitzmaurice, Inc. (JHF) for offsite improvements to North Housing Block A, such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvement work is on a parallel track to the two active housing development projects (Estuary I and Linnet Corner). The contract end date is October 2025. The contracted value for the offsite improvements is budgeted for each of the housing developments in Block A and funding was approved by the Board of Commissioners in December 2023. There is a 'contractor's contingency' of \$150,000 in the contract that is 99% used. To project for the completion of offsite work, staff has allocated up to \$450,000 in Board approved contingency that is held outside the construction contract, of which \$219,443 has been used. Pro rata shares of all costs included in the budgets of Estuary I, Linnet Corner, and Estuary II.

In March 2025, the Board of Commissioners approved \$3,000,000 for soil off-haul costs, and staff has utilized approximately \$1,848,000. All soil originating from Block A has been hauled off as of mid-July. The general contractor has completed all stabilization work, permanent fencing, and hydro mulching. In September 2025, the site's hydro-mulched areas will be



hydro-seeded as this allows for more viability of seeds.

Offsite completion tied to Estuary I:

The City of Alameda has approved a phasing plan so that appropriate levels of off-site are delivered with Estuary I and the remainder completed concurrent with Linnet Corner so that there is no hold up on Temporary Certificate of Occupancy (TCO) for the earlier project. For Estuary I's TCO, staff completed site fencing, egress to public sidewalks, and grading of the adjacent U.S. Navy -held parcel. The team is now focusing on completing the remaining items in order to receive Temporary Certificate of Occupancy (TCO) for Linnet Corner and public acceptance of Mabuhay Street.

Mabuhay Street

At Mabuhay Street, AHA has created a new public street, sidewalk, public stormwater improvements and lighting that will ultimately be owned and maintained by the City of Alameda. The City's Public Works department has reviewed the current work and provided a short final repair or "punch" list, which includes the recordation of a stormwater improvement maintenance agreement for all onsite stormwater protocols. The onsite stormwater protocols will be an ongoing obligation of the AHA, as the landowner, but which it will require the operating housing developments to maintain. (The City will take on the public stormwater improvements) Upon final inspection in mid-August, Public Works staff will calendar a City Council agenda item to accept the public street and its improvements. It is hoped that this acceptance will occur in mid-September. AHA would like the City to accept as soon as possible after the TCO for Linnet Corner, because the street must be open for public use in order to achieve TCO, which will likely be late August or early September. Once the City has accepted the street, it will release the completion bond that AHA was required to post. In addition, a one-year warranty period begins for trees and construction issues, such as sidewalk cracking. During this time, AHA and its General Contractor are liable for any repairs or replacements that may be needed. This period will likely end in September 2026.

Timeline: February 2024 to October 2025.

Status: As of July 31, 2025, offsite improvement work is at 94% complete. Contractor billing for June 2025 is \$1,646,290 and for July 2025 it is \$306,638 and consists of landscape, irrigation, earthwork, erosion control, and contractor fees. As of July 31st, 2025, there have been twenty-three rain delay days that affected site work. The project is ahead of schedule and staff are monitoring the project schedule closely. Details on the contract status and contingency used are attached.

FISCAL IMPACT

The Board of Commissioners approved the funding for the North Housing Master-Plan in August and December 2023, and for the soil offhaul in April 2025.

CEQA

Not Applicable



RECOMMENDATION

Accept the Monthly Report for North Housing Offsites.

ATTACHMENTS

1. Att1_Offsite BOC Monthly Budget update 8.2025
2. Att2_Offsite Photo updates BOC 08.2025

Respectfully submitted,



With support from Niel Saxby, Renew Urban, Consultant
Jocelyn Layte, Associate Project Manager

North Housing Block A - Offsite Improvements Contract Tracking
Update - as of July 31 2025

General Contract Status	
Total Contract Value	\$ 4,015,747.00
Change Orders	\$ 2,375,899.24
Revised Contract Value	\$ 6,391,646.24
Value of Work Completed to Date	\$ 5,991,515.36
Retention Withheld	\$ 589,593.42
Amount Paid to Date	\$ 5,401,921.94
Balance to Finish	\$ 989,724.30
% Construction Complete	94%

Contract Contingency Utilization	
	Hard Cost
Total Contract Contingency	\$ 150,000.00
Approved Contract Contingency Usage To Date	\$ 148,457.00
Remaining Balance of Contract Contingency	\$ 1,543.00
% of Contract Contingency Used	99%

Owner Contingency Utilization	
Total Owner Contingency Outside of Contract	\$ 450,000.00
Approved Owner Contingency Usage To Date	\$ 219,443.06
Remaining Balance of Owner Contingency	\$ 230,556.94
% of Owner Contingency Used	49%

North Housing Offsite: Soil Off haul



Offsites Soil stockpiles as of March 2025 prior to off hauling.



Offsites Soil stockpiles location as of early July.

**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: August 20, 2025

Re: Accept the Quarterly Overview Report for the Housing Development Department.

BACKGROUND

This memo provides an overview of the Housing Development departmental activities for the prior quarter.

DISCUSSIONIsland City Development

Currently, the Housing Authority of the City of Alameda (AHA) has a pre-development loan to Island City Development (ICD) for The Poplar, and another loan to Estuary II through its affiliate Alameda Affordable Housing Corporation (AAHC) via the Alameda Affordable Housing Trust Fund (AAHTF). AHA has also provided options for ground leases for ICD pipeline projects (Estuary II & The Poplar). The loan balance and project details are discussed in the subsequent project-specific Board reports.

In July 2025, ICD signed a Housing Assistance Payments Contract (HAP) with AHA for forty Project-Based Vouchers at Estuary I. ICD plans to sign a HAP for forty Project-Based Vouchers at Linnet Corner in August or September. There is a conditional Project-Based Voucher Agreement to Enter Into a Housing Assistance Payment (AHAP) for Estuary II, for forty Project-Based Vouchers, pending full financing of the project.

Affordable Housing Project Pipeline

- **Rosefield Village** – In July 2025, the California Tax Credit Allocation Committee (CTCAC) issued an IRS Form 8823 for noncompliance, based on a September 2024 site visit. This form is issued whether corrections are made promptly or not. ICD corrected the NSPIRE (National Standards for Physical Inspections of Real Estate) issues by the correction period, and has leased the unit that exceeded the Vacant Unit Rule. Rosefield has received its IRS form 8609-A, which is a major final milestone for development. It has requested an equity contribution of \$100,000 from the Limited Partner, Enterprise, which, in combination with held development funds, should pay the deferred developer fee to ICD, an amount likely to be several hundred thousand dollars. The project has already paid AHA its share of the deferred developer fee.



- ***Estuary I, Linnet Corner*** – Estuary I is completed and is in project close out. Linnet Corner is on schedule to complete in the next 45 days. An updated report on these projects is presented as separate Board items. The Housing Development (HD) department is convening a weekly AHA All-Hands meeting to discuss the leasing and start-up operations for these two projects. Currently, the team is pivoting from Estuary I lease up to Linnet Corner leaseup, while following up on financial close out issues such as the cost certifications, warranty repairs, plus planning for stabilization of both projects.
- ***Estuary II*** – Staff has submitted seven funding applications for this project in 2025. It is likely not to be awarded because of lack of leverage funding, not being in a high opportunity area and reliance on limited state tax credits.
- ***North Housing Master Plan*** – AHA has contracted offsite work to support Block A of the North Housing Master-Plan and an updated report is presented as a separate Board item.
- ***The Poplar (2615 Eagle)*** – An updated report on the project is presented as a separate Board item.
- ***Feasibility Studies*** – None at present.

New Funding Opportunities

The outlook for funding opportunities for new construction in the State of California is increasingly constrained. However, the County of Alameda may have Measure W funds available this fall, and the Federal budget may allow for additional low income housing tax credits (LIHTC) in 2026. Estuary II is vulnerable to losing existing financing commitments if it does not receive tax credits in early 2025. The Poplar will not come online for a few more years, allowing this funding slowdown to clear.

Construction in Progress

A separate report to the Board tracks the many different activities that are underway to improve the portfolio and prepare sites for development. Housing Development (HD), Asset Management, and Property Management staff brought an update on the overall Capital Improvements Plan to the Board in October 2024 and are currently working on the priorities for the Fiscal Year 2025-2026 budget cycle.

Community Relations

All Project Managers (PMs) are assigned to monitor the activities of City of Alameda working groups (Design Review Team, Human Services, and Sustainability) and are encouraged to participate and report on important and relevant information. Staff recently attended the Alameda Point Regeneration meeting with other partners working on the former Naval Base. Staff have provided notices to neighbors to invite the community to informational meetings. The department supports nominations of AHA activities to award programs. It is proud to announce that the Independence Plaza Restore and Rebuild transaction has received national recognition from Affordable Housing Finance Reader's Choice Awards as well as the National Association of Housing and Redevelopment Organizations (NAHRO) as nominee and finalist.

Staffing

The HD department recently offered a promotion to the role of Associate Project Manager to Jocelyn Layte. In addition, the department has one position for housing development



FISCAL IMPACT

Not applicable.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

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: August 20, 2025

Re: Accept the Quarterly Development Report for The Estuary II.

BACKGROUND

The Estuary II is one of the three projects within North Housing Block A. Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) site known as Coast Guard Housing. The Estuary II is expected to have 46 units of permanent supportive housing for formerly homeless households.

The Housing Authority of the City of Alameda (AHA) is leading the development of a homeless accommodation conveyance, alongside partners Alameda Point Collaborative and Building Futures. Island City Development (ICD) is the developer.

The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. The AHA Board of Commissioners (the Board) approved the AHA's vision for the North Housing site at its August 2019 meeting. All entitlements were approved in 2020. In October 2023, the first phase of the Final Map was recorded to create the parcels and the streets within Block A. Estuary II was designed and planned as a condominium project for vertical construction on vacant land. The building permit is ready to be issued upon payment of the building permit fees. Once issued, the permit is valid for 12 months or 12 months from the last approved inspection by the Building Department.

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

DISCUSSION**Funding**

AHA has made a funding commitment through its Reserve Policy of \$3,750,000 which is flowing through the Alameda Affordable Housing Trust Fund (AAHTF) and administered by the Alameda Affordable Housing Corporation (AAHC). The AAHTF commitment has been awarded matching funds from the State Local Housing Trust Fund (LHTF) Program with \$1,250,000 of the matching funds committed to The Estuary II project. Together, the AAHTF commitment is \$5 million. Per the Standard Agreement, the final disbursement request for this funding is due by March 31, 2031. In 2021, the Board also approved an option to ground lease the land at a subsidized rate. If and when the State of California Department of Housing and Community Development (HCD) funding is awarded to this project and requires a below-market land lease or land donation, the ground lease for up to the Fair Market Value (FMV)



evidenced by the seller's carryback financing may be converted to land contribution to the project for a nominal fee of \$1 per year for 99 years. A similar financing structure was used on the Linnet Corner project with HCD funding.

On June 23, 2023, the Federal Home Loan Bank of San Francisco awarded \$690,000 in Affordable Housing Program (AHP) funds to the project. Projects with an AHP award have 4 years from the award date to use the AHP funds, and our AHP award will expire on or about June 23, 2027.

On April 4, 2024, HCD awarded \$9,761,541 from the National Housing Trust Fund (NHTF) program for this project. On October 24, 2024, the Standard Agreement was signed to allow HCD to secure the NHTF from the Department of Housing and Urban Development (HUD). Per the terms of the commitment and milestones, HCD allows the proposed project to commence construction by January 31, 2026. This timeline allows the project to apply for tax credits and other anticipated HCD Notice of Funding Availability (NOFA) in 2025. However, if tax credits are not received by mid-2025, the NHTF award may be rescinded.

On June 10, 2024, the City of Alameda awarded approximately \$550,000 in Permanent Local Housing Allocation (PLHA) funding to this project. On October 28, 2024, the City of Alameda awarded this project approximately \$89,000 in HOME loan funding. In May 2025, the City of Alameda awarded an additional \$170,000 in HOME funds. Together, the City of Alameda combined funding commitment is approximately \$811,000. The commitment from the City is valid through June 30, 2026.

On December 13, 2021, AHA conditionally awarded forty (40) Section 8 Project-Based Vouchers (PBV) for this project. In March 2025, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) to December 31, 2025.

Estuary II continues to need its final tax credits and/or bonds. It is applying actively to tax credit and other soft loan sources.

Timing

This development will not start construction until the first quarter of 2026 at the earliest, as it is still waiting for its final financing commitments.

As shown in the applications submitted and the awards received to date, staff are actively pursuing all viable options. Alameda County may release a Notice of Funding Availability for Measure W, which targets services and homes for the formerly homeless in fall 2025. In addition, the new federal budget calls for additional Low Income Housing Tax Credits (LIHTC) and less-restrictive tax-exempt bond rules, which may assist this project.

The project could be funded by \$20 million in tax credits and bond financing from CTCAC/CDLAC. The Board should be aware that the chances of being funded are low relative to prior projects, due to the state funding outlook and other changes outlined above. It is very possible that development may need to wait several years. Other financial challenges include:

- Without SuperNOFA funding, the 4% scenario has a \$5 million gap.



- Some conditional funding awards will start to expire in 2026.
- Although the project has normal inflation estimates built in, any import tariffs would add a financial cost burden to the project. June 2026 Industry expectations are that tariffs may increase costs by 1.5-2.5%, above the expected inflation of 4.3% for a total of 5.8–6.8%. A 6% increase is included in the current budget, approximately \$1,400,000. Any amount over that would need to be filled by soft loans or deferred developer fee.

The Estuary II project has sufficient pre-development funding for the expected soil off-haul costs to be split pro rata between the North Housing Block A projects, with Estuary II responsible for 17% of the costs (estimated to be approximately \$510,000). These costs are built into the pro forma budget.

FISCAL IMPACT

The total pre-development loan available for the Estuary II project is \$5,250,000, of which \$3,453,507 has been spent. Funds are disbursed to ICD on an as-needed basis. The Board previously approved \$1,500,000 in AHA funding commitment for the pro rata share of the site preparation and offsite costs for this project which is included in the total pre-development loan amount above. Please refer to the attached chart summarizing expenses through July 31, 2025 (Attachment 1).

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Development Report for The Estuary II.

ATTACHMENTS

1. Est II Predevelopment Expenses - July 31, 2025

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Predevelopment Expenses Chart Through July 31, 2025

The Estuary II	Uses	Sources
Predevelopment loan funds (AAHTF) available for the Estuary II project		\$3,750,000
AHA funded site preparation costs as the master developer for the pro rata share costs of ground improvement and offsite improvement for Estuary II. *Shown for informational purposes only		\$1,500,000
Predevelopment expenses to-date includes predevelopment costs, pro rata shares of master plan, demolition, and land carrying costs)	\$3,453,507	
Anticipated Soil Off Haul Costs - Estuary II's Pro Rata Share	\$510,000	
Predevelopment Funds Remaining	\$1,275,492	
Cumulative Total AHA Funds for Estuary II		\$5,250,000

**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: August 20, 2025

Re: Ratify the Contracts between ECAM and Lakehurst and Mosely LP and Mabuhay and Lakehurst LP for the North Housing Camera System for a total of \$213,702.12 dollars

BACKGROUND

Estuary I and Linnet Corner new construction projects will include a robust camera system that allows virtual live monitoring at key times in order to provide sufficient coverage on weekends, evenings, and other times that onsite staff is working. Although more extensive than at other sites, this camera system meets the requirements of the AHA Camera Policy. ICD held a competitive Request for Proposals for this work and received three proposers. ECAM was selected as the most responsive bidder.

DISCUSSION

Two contracts are proposed, both with start up costs of recording devices. Two years of monitoring and maintenance (warranty) services are included in the current contracts per project. A summary of the costs is included below:

	Est I	Linnet
DVRs	\$ 21,051.06	\$ 21,051.06
Year 1	\$ 54,000.00	\$ 31,800.00
Year 2	\$ 54,000.00	\$ 31,800.00
	\$ 129,051.06	\$ 84,651.06

TOTAL \$213,702.12

# of cameras monitored	42	33
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The contracts are attached. Note, these contracts are for the recording devices and monitoring services. The actual cameras were installed by a subcontractor of the General Contractor, JH Fitzmaurice and their costs are incorporated into the general contractor costs.



FISCAL IMPACT

The costs of these contracts will be covered by the responsive property budgets.

CEQA

Not applicable

RECOMMENDATION

Ratify the Contracts between ECAM and Lakehurst and Mosely LP and Mabuhay and Lakehurst LP for the North Housing Camera System for a total of \$213,702.12 dollars

ATTACHMENTS

1. ICD - Estuary 1 - ECAM Agreement
2. ICD - Linnet Corner - ECAM Agreement

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sylvia Martinez', with a stylized, cursive script.

Sylvia Martinez, Director of Housing Development



SCOPE OF WORK

Monitored Location:

ICD – Estuary I

500 Mosley Avenue

Alameda, CA 94501 **Billing**

address:

Lakehurst and Mosely LP

701 Atlantic Avenue

Alameda, CA 94501

Billing attention: Sylvia

Martinez

SMartinez@alamedahsg.com

510-747-4343

Contract Type	Purchase and Monitoring
Term	Twenty-four (24) months
Upfront Fee*	\$21,051.06
Due at Signing	\$10,525.53
Due when installation is complete	\$10,525.53
Monthly Fee*	\$4,500.00
Monitoring Fee	\$4,279.88
Warranty Fee	\$220.12

*Any applicable taxes will be added on monthly invoices.

Equipment

Product Name	QTY
4U NVR (up to 32CH GV, 64CH Lux)	2
Geovision 32 Channel Platform License with 3rd Party IP Cameras 1 Channel	1
Remote Power Distribution Unit, Rack Mount, 18x outlets, 15A, 8 switched pairs, 2 unswitched	1

GV SSD NVR Image	2
Gevision 3rd Party License Virtual	1
24 PoE+ Gigabit Ports Managed Switch with 2 Ethernet & 2 SFP Uplink, NDAA Compliant	1
1U rackmount, 10xGigabit Ethernet, SFP, USB 3.0, LCD, PoE out on port 10, 2x1.4GHz CPU, 1GB RAM, RouterOS L5	1
ECAM Sign, Dibond 1/8" - FB - ZUND Width: 23.50"x Height: 23.50" (NA-112)	5
Mouse/Keyboard	1
GeoVision VMS Pro License 64 Channels	1
18TB Surveillance Hard Drive	4

Internet: If applicable to products provided: Customer is responsible for having a functional System and a network or digital video recorder approved by ECAM that has network capabilities. This System may have audio capabilities also. This System will need to be connected to a broadband internet connection with internet capabilities with at least one public static IP address per digital or network video recorder. ECAM is not responsible for the support of the Internet service nor its maintenance or repair in the case of failure of any of these components at the Property. Customer acknowledges that if internet connectivity is disconnected, slow or otherwise interrupted, or power is cut, ECAM may not be aware that the service is disrupted. Customer further acknowledges and agrees that signals which are transmitted over telephone company lines and the internet are wholly beyond the control and jurisdiction of ECAM and are maintained and serviced by the applicable telephone company or utility. In certain instances, ECAM may provide Internet service using a wireless card. In such cases, Internet service is provided by a wireless service provider. ECAM does not and cannot guarantee that the internet connection necessary to provide the Services will not be interrupted. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ECAM AND THE UNDERLYING CARRIER. CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

Electricity: If applicable to products provided, Customer will provide all electrical work to bring constant 120-volt power to all equipment or boxes and Customer agrees to provide and have installed reliable and constant power voltage necessary for the installation, maintenance, and operation of the System.

SECURITY PURCHASE AND MONITORING AGREEMENT

1. The following terms and conditions, together with any applicable addendums make up the Security Purchase and Monitoring Agreement ("Agreement"), Mabuhay and Lakehurst, LP ("Customer") located at 2000 Lakehurst Circle Alameda, CA 94501 hereby engages ECAM Technologies Corp. ("ECAM") to provide Customer with the remote video monitoring equipment (the "System") described further in the Scope of Work and remote video monitoring (the "Services") at location(s) described in the Scope of Work (the "Monitored Location"). Customer and ECAM are



individually referred to as a "Party" and collectively as the "Parties." Exhibit C (Insurance Requirements for Consultants) is attached hereto and made a part of the Agreement hereof.

2. **Term & Termination.** This Agreement will commence on the date the Services are first provided at a Monitored Location and continue for the time listed in the indicated in the Scope of Work (the "Initial Term"). This Agreement and any work orders under it may automatically renew on a month-to-month basis upon written agreement by both Parties ("Renewal Term"). Such Renewal Term shall only go into effect if, in addition to written agreement by both parties, ECAM sends correspondence or otherwise notifies Customer at least sixty (60) days prior to the final day of the Initial Term to confirm Customer's willingness to renew this Agreement for the Renewal Term. ECAM may terminate this Agreement if: (i) Customer fails to pay any amount due under this Agreement; (ii) Customer fails to comply with any of the terms and conditions hereof and does not remedy or cure such default within ten (10) days' notice thereof; or (iii) upon thirty (30) days written notice. Customer may terminate this Agreement for cause if ECAM makes an assignment for the benefit of creditors, becomes insolvent, or files a petition in bankruptcy. In the event of termination due to Customer's breach of this Agreement, Customer will remain liable, notwithstanding the termination of the Agreement, for all fees payable under this Agreement, which will immediately become due on termination. The Customer may terminate this Agreement if: (i) ECAM fails to comply with the terms and conditions hereof and does not remedy or cure such default within ten (10) days' notice thereof, or (ii) upon thirty (30) days written notice, with or without cause.
3. **Intellectual Property.** All title to, ownership of, and all rights in patents, copyrights, trade secrets and any other intellectual property rights in the Systems and Services is and will remain ECAM's property and no change order or other written terms and conditions provided by Customer to ECAM will transfer any intellectual property rights. Any change order provided by Customer to ECAM will be subject to the terms and conditions of this Agreement.
4. **Payment Terms.** Payments will be due within thirty (30) days of Customer's receipt of an invoice. Customer agrees that ECAM may adjust the monthly fees at any time with thirty (30) days' advance written notice. Overdue amounts will accrue interest from the relevant due date until the date payment is received at a rate of 1% per month or 12% per annum and ECAM reserves the right to terminate this Agreement.
5. **Assignment.** Customer will not assign this Agreement without ECAM's written consent, which will not be unreasonably withheld. Customer agrees that any unauthorized assignment by it will be void. ECAM will have the right to assign, license or otherwise dispose of its rights and obligations (in whole or in part) under the Agreement. ECAM may use subcontractors to provide installation, repair, monitoring, and other services. The Agreement, and particularly the sections "Limitation of Liability" and "Third-Party Indemnification", will apply to the work and services they provide, and will apply to them and protect ECAM's Affiliates, assignees, and subcontractors in the same manner as it applies to and protects ECAM.
6. **No Waiver.** No failure or delay by either party in exercising any of its rights under this Agreement will be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other will be considered as a waiver of any subsequent breach of the same or any other provision.
7. **Severability; Choice of Law & Venue.** If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and remainder of the provision in question will not be affected. This Agreement will be governed by the laws of the State of Delaware without regard to conflict of laws principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts of Alameda County, California.
8. **Third-Party Indemnification.** Customer agrees and acknowledges that the Services are imperfect and is not guaranteed to prevent or cause bodily injury to persons, death, or damage to or loss of property. Therefore, Customer agrees that ECAM will not be obligated to defend, indemnify, or hold harmless anyone from or against any claim, demand, loss, or liability of any kind arising from, resulting from, or connected with the Services or System. Customer agrees and acknowledges that ECAM is not assuming any common law duty that Customer may owe to any third parties to prevent bodily injury to persons, death, or damage to or loss of property, including but not limited to, protecting the owner of a Monitored Location.
Customer hereby agrees to defend, indemnify and hold harmless ECAM, its affiliates and their respective officers, directors, managers, partners, employees, successors and permitted assigns (the "ECAM Parties") from and against any and all third-party claims, suits, actions, losses, damages, liabilities, obligations, expense, and costs, including all expenses connected therewith and reasonable attorney's fees ("Claims") directly or indirectly arising out of or in any way related to: (a) a third party's reliance on the Services or a System; (b) any event or series of events that occurred or took place on or near a Monitored Location when the Services were not scheduled; (c) any actual or alleged failure of the Services or System; (d) criminal acts that occur on the Property that are committed by a third party unrelated to ECAM; or (e) any alleged or actual negligent actions or inactions or willful misconduct of any employee, representative, or agent of Customer.

9. **Limitation of Liability.** ECAM IS NOT AN INSURER. Customer understands that ECAM is not an insurer of Customer's property or the personal safety of persons in Customer's premises. Except as expressly set forth in this agreement, ECAM makes no representation and extends no warranties of any kind, either express or implied, including, but not limited to any warranties of merchantability or fitness for a particular purpose. Customer's payments are based solely on the value of the system and services set forth herein and are unrelated to the value of Customer's property or property located on the site. Customer acknowledges that it is impractical and extremely difficult to fix the amount of damages, if any, that may result from a failure by ECAM to perform any of the obligations herein, or the failure of any system or services provided by ECAM. Accordingly, Customer understands and agrees that if ECAM should be found liable for loss or damage due to failure of ECAM to perform any of the obligations herein, including but not limited to installation, maintenance, negligence, monitoring or other services, or the failure of any system, regardless of cause, ECAM's liability will be limited to all payments made by Customer during the ninety (90) days preceding the event prompting the claim (the "liquidated damages amount"). . Such limitation of damages will apply to all losses, claims, damages and injuries to Customer and third persons ("losses"), irrespective of the cause of such losses or the amount or nature of such losses. Except for willful misconduct, under no circumstances or theory of liability will either party and its insurance carriers be liable for any incidental, punitive, consequential or special damages arising out of this agreement.
10. **Video Data.** All video data and images created by the System (collectively referred to as "Data") will be the property of the Customer and may be used by Customer in any manner desired. Customer grants ECAM an unlimited irrevocable license to use, store and monitor the Data. Customer acknowledges that Data is stored locally on the System. However, ECAM agrees that the System begins deleting footage once full, the oldest footage is deleted first, and only motion recorded videos are saved to the System. ECAM stores limited Data related to specific incidents. Customer grants ECAM the irrevocable right and permission to use data in all media formats, for promotional, commercial, or other lawful purposes.
11. **Warranty.** For the duration of this Agreement, ECAM will provide a Limited Warranty to Customer. As covered under this Limited Warranty, ECAM will repair or replace any defective equipment installed by ECAM or a subcontractor of ECAM at no cost to Customer; provided, however, that any damage caused by lightning, acts of God, rodents, misuse, electrical storms, power surges, vandalism, or other failure not directly attributable to the failure of a component of the equipment installed by ECAM will not be covered by this Limited Warranty. For any repairs, moves, or maintenance not covered by the Limited Warranty, ECAM offers repair or maintenance services on a time and material basis, plus a possible trip charge subject to approval of a quote from ECAM.. If the equipment proves to be defective in materials or workmanship, the exclusive remedy as well as ECAM's responsibility under the warranty will be to repair and/or replace the defective equipment or component. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THAT THE SERVICES WILL PREVENT BODILY INJURY TO PERSONS, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY.
12. **Entire Agreement.** This Agreement including the Scope of Work and any Change Orders issued by ECAM constitutes the entire agreement between the parties and supersedes any previous agreement or understanding (including any standard conditions contained in the Customer's internal purchase order or otherwise) and may not be varied except in writing between the parties. In the event of a conflict between a provision in this Agreement and any other agreement between the Parties, the provisions of this Agreement will govern. In executing this Agreement, Customer agrees that it is not relying on any verbal discussions, website or e-mail content, marketing materials or advertisement of ECAM.
13. **Miscellaneous.** The Parties agree there are no third-party beneficiaries to this Agreement. The Limitation of Liability and Indemnification Sections will survive termination of the Agreement. . Both parties have had the opportunity to have this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms. Other than routine administrative communications, which may be exchanged by the parties via email, and except as otherwise specified herein, all notices, consents and approvals hereunder will be in writing and will be deemed to have been given to the other party to the person(s) at the address designated on the execution page of this Agreement upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via nationally recognized express carrier; or (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested. Either party may change its address by notifying the other party of the change of address in writing.
14. **Billing Contacts.** Customer agrees to accept delivery of invoices by email. In order to ensure prompt payment and efficient issuance of invoices, Customer agrees to provide billing contact information. Such billing contact information shall include the name and email of the person to whom invoices will be sent by ECAM. If this contact information needs to be changed, Customer shall provide ECAM advance notice of such change in writing as soon as reasonably possible.



Customer acknowledges that delivery of an invoice to an email address that is not monitored, used, or that is otherwise invalid shall be effective for purposes of this Agreement if ECAM was not notified of the change prior to the date the invoice was issued.

Billing Contact Name:

Billing Contact Title:

Billing Contact Email:

Phone:

ECAM

By: 
Al Zambrano (Jul 28, 2025 13:16:12 PDT)

Date Signed: 07/28/2025

Name: Al Zambrano

Title: General Manager a California limited liability company,

Address:

15182 Marsh Ln.

Addison, TX 75001

Customer


Lakehurst and Mosely LP,
a California limited partnership

By: ICD Lakehurst LLC,

its managing general partner

By: Island City Development,
a California nonprofit public benefit corporation,

its sole manager


By: Vanessa Cooper (Jul 28, 2025 13:27:09 PDT)

Vanessa Cooper, President

Address:

500 Mosely Avenue

Alameda, CA 94501

A small, stylized signature or logo in blue ink, possibly reading "SM".

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

(Cyber/tech optional, not to be used for construction contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
- **Workers' Compensation,** as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is

provided on a claims- made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed; and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:** Lakehurst and Mosely LP, The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on

the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

- **Primary Coverage:** For any CGL or Automobile Liability 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 a,s respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA
- **[Reserved].**
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA
- **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the

performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.

- **Special Risk or Circumstance:** AHA reserves the right to modify these requirements, including hm1ts, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

Signature: 
Sylvia Martinez (Jul 28, 2025 13:20:54 PDT)

Email: smartinez@alamedahsg.org











ICD - Estuary 1 - ECAM Agreement - Mutually Agreed Edits (w. Exhibit C) 7.28.2025

Final Audit Report

2025-07-28

Created:	2025-07-28
By:	Meghan O'Brien (meghan.obrien@garda.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA87u6MgWXJSFyybfNf5kV34pd4CBKPG

"ICD - Estuary 1 - ECAM Agreement - Mutually Agreed Edits (w. Exhibit C) 7.28.2025" History

-  Document created by Meghan O'Brien (meghan.obrien@garda.com)
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-  Document emailed to Vanessa Cooper (vcooper@alamedahsg.org) for signature
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-  Document emailed to Al Zambrano (al.zambrano@ecam.com) for signature
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-  Document e-signed by Sylvia Martinez (smartinez@alamedahsg.org)
Signature Date: 2025-07-28 - 8:20:54 PM GMT - Time Source: server
-  Document e-signed by Vanessa Cooper (vcooper@alamedahsg.org)
Signature Date: 2025-07-28 - 8:27:09 PM GMT - Time Source: server

✔ Agreement completed.

2025-07-28 - 8:27:09 PM GMT



SCOPE OF WORK

Monitored Location:

ICD - Linnet Corner

2000 Lakehurst Circle

Alameda, CA 94501 **Billing**

address:

Mabuhay and Lakehurst, LP

2000 Lakehurst Circle

Alameda, CA 94501

Contract Type	Purchase and Monitoring
Term	twenty-four (24) months
Upfront Fee*	\$21,051.06
Due at Signing	\$10,525.53
Due when installation is complete	\$10,525.53
Monthly Fee*	\$2,650.00
Monitoring Fee	\$2,439.49
Warranty Fee	\$210.51

*Any applicable taxes will be added on monthly invoices.

Equipment

Product Name	QTY
4U NVR (up to 32CH GV, 64CH Lux)	2
Geovision 32 Channel Platform License with 3rd Party IP Cameras 1 Channel	1
Remote Power Distribution Unit, Rack Mount, 18x outlets, 15A, 8 switched pairs, 2 unswitched	1

GV SSD NVR Image	2
Gevision 3rd Party License Virtual	1
24 PoE+ Gigabit Ports Managed Switch with 2 Ethernet & 2 SFP Uplink, NDAA Compliant	1
1U rackmount, 10xGigabit Ethernet, SFP, USB 3.0, LCD, PoE out on port 10, 2x1.4GHz CPU, 1GB RAM, RouterOS L5	1
ECAM Sign, Dibond 1/8" - FB - ZUND Width: 23.50"x Height: 23.50" (NA-112)	5
Mouse/Keyboard	1
GeoVision VMS Pro License 64 Channels	1
18TB Surveillance Hard Drive	4

Internet: If applicable to products provided: Customer is responsible for having a functional System and a network or digital video recorder approved by ECAM that has network capabilities. This System may have audio capabilities also. This System will need to be connected to a broadband internet connection with internet capabilities with at least one public static IP address per digital or network video recorder. ECAM is not responsible for the support of the Internet service nor its maintenance or repair in the case of failure of any of these components at the Property. Customer acknowledges that if internet connectivity is disconnected, slow or otherwise interrupted, or power is cut, ECAM may not be aware that the service is disrupted. Customer further acknowledges and agrees that signals which are transmitted over telephone company lines and the internet are wholly beyond the control and jurisdiction of ECAM and are maintained and serviced by the applicable telephone company or utility. In certain instances, ECAM may provide Internet service using a wireless card. In such cases, Internet service is provided by a wireless service provider. ECAM does not and cannot guarantee that the internet connection necessary to provide the Services will not be interrupted. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ECAM AND THE UNDERLYING CARRIER. CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

Electricity: If applicable to products provided, Customer will provide all electrical work to bring constant 120-volt power to all equipment or boxes and Customer agrees to provide and have installed reliable and constant power voltage necessary for the installation, maintenance, and operation of the System.

SECURITY PURCHASE AND MONITORING AGREEMENT

1. The following terms and conditions, together with any applicable addendums make up the Security Purchase and Monitoring Agreement ("Agreement"), Mabuhay and Lakehurst, LP ("Customer") located at 2000 Lakehurst Circle



Alameda, CA 94501 hereby engages ECAM Technologies Corp. ("ECAM") to provide Customer with the remote video monitoring equipment (the "System") described further in the Scope of Work and remote video monitoring (the "Services") at location(s) described in the Scope of Work (the "Monitored Location"). Customer and ECAM are individually referred to as a "Party" and collectively as the "Parties." Exhibit C (Insurance Requirements for Consultants) is attached hereto and made a part of the Agreement hereof.

2. **Term & Termination.** This Agreement will commence on the date the Services are first provided at a Monitored Location and continue for the time listed in the indicated in the Scope of Work (the "Initial Term"). This Agreement and any work orders under it may automatically renew on a month-to-month basis upon written agreement by both Parties ("Renewal Term"). Such Renewal Term shall only go into effect if, in addition to written agreement by both parties, ECAM sends correspondence or otherwise notifies Customer at least sixty (60) days prior to the final day of the Initial Term to confirm Customer's willingness to renew this Agreement for the Renewal Term. ECAM may terminate this Agreement if: (i) Customer fails to pay any amount due under this Agreement; (ii) Customer fails to comply with any of the terms and conditions hereof and does not remedy or cure such default within ten (10) days' notice thereof; or (iii) upon thirty (30) days written notice. Customer may terminate this Agreement for cause if ECAM makes an assignment for the benefit of creditors, becomes insolvent, or files a petition in bankruptcy. In the event of termination due to Customer's breach of this Agreement, Customer will remain liable, notwithstanding the termination of the Agreement, for all fees payable under this Agreement, which will immediately become due on termination. The Customer may terminate this Agreement if: (i) ECAM fails to comply with the terms and conditions hereof and does not remedy or cure such default within ten (10) days' notice thereof, or (ii) upon thirty (30) days written notice, with or without cause.
3. **Intellectual Property.** All title to, ownership of, and all rights in patents, copyrights, trade secrets and any other intellectual property rights in the Systems and Services is and will remain ECAM's property and no change order or other written terms and conditions provided by Customer to ECAM will transfer any intellectual property rights. Any change order provided by Customer to ECAM will be subject to the terms and conditions of this Agreement.
4. **Payment Terms.** Payments will be due within thirty (30) days of Customer's receipt of an invoice. Customer agrees that ECAM may adjust the monthly fees at any time with thirty (30) days' advance written notice. Overdue amounts will accrue interest from the relevant due date until the date payment is received at a rate of 1% per month or 12% per annum and ECAM reserves the right to terminate this Agreement.
5. **Assignment.** Customer will not assign this Agreement without ECAM's written consent, which will not be unreasonably withheld. Customer agrees that any unauthorized assignment by it will be void. ECAM will have the right to assign, license or otherwise dispose of its rights and obligations (in whole or in part) under the Agreement. ECAM may use subcontractors to provide installation, repair, monitoring, and other services. The Agreement, and particularly the sections "Limitation of Liability" and "Third-Party Indemnification", will apply to the work and services they provide, and will apply to them and protect ECAM's Affiliates, assignees, and subcontractors in the same manner as it applies to and protects ECAM.
6. **No Waiver.** No failure or delay by either party in exercising any of its rights under this Agreement will be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other will be considered as a waiver of any subsequent breach of the same or any other provision.
7. **Severability; Choice of Law & Venue.** If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and remainder of the provision in question will not be affected. This Agreement will be governed by the laws of the State of Delaware without regard to conflict of laws principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts of Alameda County, California.
8. **Third-Party Indemnification.** Customer agrees and acknowledges that the Services are imperfect and is not guaranteed to prevent or cause bodily injury to persons, death, or damage to or loss of property. Therefore, Customer agrees that ECAM will not be obligated to defend, indemnify, or hold harmless anyone from or against any claim, demand, loss, or liability of any kind arising from, resulting from, or connected with the Services or System. Customer agrees and acknowledges that ECAM is not assuming any common law duty that Customer may owe to any third parties to prevent bodily injury to persons, death, or damage to or loss of property, including but not limited to, protecting the owner of a Monitored Location.

Customer hereby agrees to defend, indemnify and hold harmless ECAM, its affiliates and their respective officers, directors, managers, partners, employees, successors and permitted assigns (the "ECAM Parties") from and against any and all third-party claims, suits, actions, losses, damages, liabilities, obligations, expense, and costs, including all expenses connected therewith and reasonable attorney's fees ("Claims") directly or indirectly arising out of or in any way related to: (a) a third party's reliance on the Services or a System; (b) any event or series of events that occurred or took place on or near a Monitored Location when the Services were not scheduled; (c) any actual or alleged failure of the Services or System; (d) criminal acts that occur on the Property that are committed by a third party unrelated to ECAM; or (e) any alleged or actual negligent actions or inactions or willful misconduct of any employee, representative, or agent of Customer.

9. **Limitation of Liability.** ECAM IS NOT AN INSURER. Customer understands that ECAM is not an insurer of Customer's property or the personal safety of persons in Customer's premises. Except as expressly set forth in this agreement, ECAM makes no representation and extends no warranties of any kind, either express or implied, including, but not limited to any warranties of merchantability or fitness for a particular purpose. Customer's payments are based solely on the value of the system and services set forth herein and are unrelated to the value of Customer's property or property located on the site. Customer acknowledges that it is impractical and extremely difficult to fix the amount of damages, if any, that may result from a failure by ECAM to perform any of the obligations herein, or the failure of any system or services provided by ECAM. Accordingly, Customer understands and agrees that if ECAM should be found liable for loss or damage due to failure of ECAM to perform any of the obligations herein, including but not limited to installation, maintenance, negligence, monitoring or other services, or the failure of any system, regardless of cause, ECAM's liability will be limited to all payments made by Customer during the ninety (90) days preceding the event prompting the claim (the "liquidated damages amount"). . Such limitation of damages will apply to all losses, claims, damages and injuries to Customer and third persons ("losses"), irrespective of the cause of such losses or the amount or nature of such losses. Except for willful misconduct, under no circumstances or theory of liability will either party and its insurance carriers be liable for any incidental, punitive, consequential or special damages arising out of this agreement.
10. **Video Data.** All video data and images created by the System (collectively referred to as "Data") will be the property of the Customer and may be used by Customer in any manner desired. Customer grants ECAM an unlimited irrevocable license to use, store and monitor the Data. Customer acknowledges that Data is stored locally on the System. However, ECAM agrees that the System begins deleting footage once full, the oldest footage is deleted first, and only motion recorded videos are saved to the System. ECAM stores limited Data related to specific incidents. Customer grants ECAM the irrevocable right and permission to use data in all media formats, for promotional, commercial, or other lawful purposes.
11. **Warranty.** For the duration of this Agreement, ECAM will provide a Limited Warranty to Customer. As covered under this Limited Warranty, ECAM will repair or replace any defective equipment installed by ECAM or a subcontractor of ECAM at no cost to Customer; provided, however, that any damage caused by lightning, acts of God, rodents, misuse, electrical storms, power surges, vandalism, or other failure not directly attributable to the failure of a component of the equipment installed by ECAM will not be covered by this Limited Warranty. For any repairs, moves, or maintenance not covered by the Limited Warranty, ECAM offers repair or maintenance services on a time and material basis, plus a possible trip charge subject to approval of a quote from ECAM.. If the equipment proves to be defective in materials or workmanship, the exclusive remedy as well as ECAM's responsibility under the warranty will be to repair and/or replace the defective equipment or component. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THAT THE SERVICES WILL PREVENT BODILY INJURY TO PERSONS, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY.
12. **Entire Agreement.** This Agreement including the Scope of Work and any Change Orders issued by ECAM constitutes the entire agreement between the parties and supersedes any previous agreement or understanding (including any standard conditions contained in the Customer's internal purchase order or otherwise) and may not be varied except in writing between the parties. In the event of a conflict between a provision in this Agreement and any other agreement between the Parties, the provisions of this Agreement will govern. In executing this Agreement, Customer agrees that it is not relying on any verbal discussions, website or e-mail content, marketing materials or advertisement of ECAM.
13. **Miscellaneous.** The Parties agree there are no third-party beneficiaries to this Agreement. The Limitation of Liability and Indemnification Sections will survive termination of the Agreement. . Both parties have had the opportunity to have



this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms. Other than routine administrative communications, which may be exchanged by the parties via email, and except as otherwise specified herein, all notices, consents and approvals hereunder will be in writing and will be deemed to have been given to the other party to the person(s) at the address designated on the execution page of this Agreement upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via nationally recognized express carrier; or (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested. Either party may change its address by notifying the other party of the change of address in writing.

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Billing Contact Name:

Billing Contact Title:

Billing Contact Email:

Phone:

ECAM

By: 
Al Zambrano (Jul 28, 2025 13:18:07 PDT)

Date Signed: 07/28/2025

Name: Al Zambrano

Title: General Manager

Address:

15182 Marsh Ln.


Addison, TX 75001

Customer

Mabuhay and Lakehurst, LP
a California Limited Partnership

By: ICD Mabuhay LLC,
a California Limited Liability
Company,
Its Managing General Partner

By: Island City Development,
a California nonprofit public benefit Corporation, Its
Sole Manager

By: 
Vanessa Cooper (Jul 28, 2025 13:29:05 PDT)

Name: Vanessa Cooper

Title: President

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

(Cyber/tech optional, not to be used for construction contracts)

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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.
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OTHER INSURANCE REQUIREMENTS:

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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.

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- **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.
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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 Risk or Circumstance:** AHA reserves the right to modify these requirements, including hm1ts, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

Signature: 
Sylvia Martinez (Jul 28, 2025 13:24:57 PDT)

Email: smartinez@alamedahsg.org











ICD - Linnet Corner - ECAM Agreement - Mutually Agreed Edits 7.28.2025

Final Audit Report

2025-07-28

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-  Document e-signed by Vanessa Cooper (vcooper@alamedahsg.org)
Signature Date: 2025-07-28 - 8:29:05 PM GMT - Time Source: server

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2025-07-28 - 8:29:05 PM GMT