



ISLAND CITY DEVELOPMENT AGENDA

AGENDA

DATE & TIME

SPECIAL MEETING OF ISLAND CITY DEVELOPMENT

Wednesday, September 17, 2025 - 5:15 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. PUBLIC COMMENT (Non-Agenda)
3. CLOSED SESSION



3.A. **Conference with Real Property Negotiations**

(Government Code § 54956.8)

Property: 2437 Eagle Avenue, Alameda, CA 94501, APN: 70-193-11

Agency Negotiation: Vanessa Cooper, Executive Director, Nancy Gerardin, Director of Portfolio Operations, Joseph Nagel, Senior Construction Project Manager, Ani Ryder, Sylvia Martinez, Director of Housing Development,

Negotiating Parties: Housing Authority of the City of Alameda

Under Negotiation: Potential litigation

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 & Ratify the \$200,000 ICD - Home Depot Loan Documents
- D. Accept the Monthly Report for North Housing Offsites.
- E. Accept the Monthly Report for The Poplar.
- F. Accept the Quarterly Development Report for The Estuary II.
- G. Accept the Quarterly Overview Report for the Housing Development Department.
- H. 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
- I. Authorize the President to Negotiate and Execute Two Contracts with Techordia for IT services for Lakehurst and Mosely LP (Estuary I) and Mabuhay and Lakehurst LP (Linnet Corner) In a Total Amount Not to Exceed \$90,000.

5. **NEW BUSINESS**

6. **NON-AGENDA (Public Comment)**

7. **WRITTEN COMMUNICATIONS**

8. **ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF**

9. **ADJOURNMENT**

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: September 17, 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 is currently trending a few weeks 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. Att2_Estuary I Photo updates BOC 08.2025
2. Att1_Est I Monthly Budget Update 09_2025

Respectfully submitted,



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

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.

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

| Total Development Costs to Date | | | | |
|--|------------------|---------------------|--------------------|-------------------|
| | \$ Budget | \$ Disbursed | % Disbursed | \$ Balance |
| Land & Holding Costs | \$ 2,444,510 | \$ 2,444,510 | 100% | \$ (0) |
| Hard Costs | \$ 28,987,749 | \$ 25,417,814 | 88% | \$ 3,569,935 |
| Soft Costs | \$ 11,516,407 | \$ 4,904,764 | 43% | \$ 6,611,643 |
| Total | \$ 42,948,666 | \$ 32,767,088 | 76% | \$ 10,181,578 |

| General Contract Status | |
|----------------------------------|---------------|
| Total Contract Value | \$ 24,898,007 |
| Change Orders | \$ 648,090 |
| Revised Contract Value | \$ 25,546,097 |
| Value of Work Completed to Date | \$ 25,391,877 |
| Retention Withheld | \$ 2,487,818 |
| Amount Paid to Date | \$ 22,553,346 |
| Balance to Finish less retention | \$ 134,685 |
| % Construction Complete | 99.40% |

| Contingency Utilization | | |
|---------------------------------------|------------------|-------------------|
| | Hard Cost | Soft Costs |
| Total Contingency Approved | \$ 1,394,525 | \$ 250,000 |
| Approved Change Orders to Date | \$ 648,090 | \$ 113,587 |
| Remaining Balance of Contingency | \$ 746,435 | \$ 136,413 |
| % of Contingency Used | 46% | 45% |
| Remaining Balance of Contingency | \$ 746,435 | |
| Projected Use of Contingency | \$ 185,000 | |
| Remaining Balance After Projected Use | \$ 561,435 | |
| % of Contingency Projected | 60% | |

**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors
Island City Development

From: Paris Howze, Project Manager

Date: September 17, 2025

Re: Accept the Monthly Construction Report for Linnet Corner & Ratify the
\$200,000 ICD - Home Depot Loan Documents

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 are 40 studio units and 23 one-bedroom units targeting seniors aged 62 and over. There is one two-bedroom unit dedicated as a manager's unit. Affordability levels range between 30% and 40% of the Area Median Income (AMI). The project also has 25% or 16 units serving formerly homeless or currently homeless senior veterans. Amenities 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 completed construction at the end of August receiving its temporary certificate of occupancy (TCO) on August 25, 2025 and its final certificate of occupancy (CoO) on September 4, 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 August 31, 2025, is approximately 98% with final billing expected in September 2025. Throughout the summer months of June through August, the on-site construction team completed all inspections required to obtain the TCO on August 25th for both Linnet Corner and the offsites scope. Final on-site work remaining includes landscaping activities primarily related to completing the resident garden.

Change orders over the past month totaled \$0 leaving the amount of approved change orders



at \$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 general contractor 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 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.

As the project nears completion, staff are coordinating with the finance department and external auditors to prepare the draft cost certification.

Operation and Lease-Up Activities:

With TCO obtained in August, residential move-ins began the first week of September achieving 25% occupancy in the first week. Staff continue to cross-collaborate with internal agency departments to continue move-in efforts throughout September and October. Please see below for an update of total move-ins.

| Population Type | Total Units | Moved-In |
|--------------------------------|-------------|-----------|
| Coordinated Entry System (CES) | 16 | 4 |
| PBV Units | 24 | 4 |
| Lottery Units | 23 | 7 |
| Manager's Unit | 1 | 1 |
| Total | 64 | 16 |

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_09_Linnet Corner - Budget Tracking
2. 25_09_Linnet Corner - Progress Photos
3. Linnet Corner - First Amendment to Amended & Restated LPA (Home Depot) - Fully Executed
4. Linnet Corner - First Amendment to Supplemental Agreement (Home Depot) - Fully Executed
5. Linnet Corner - First Loan Modification Agreement (Home Depot) - Fully Executed
6. Linnet Corner - ICD Loan (Home Depot Funds) Loan Agreement - Fully Executed
7. Linnet Corner - Subordination Agreement (Home Depot) - Executed & Recorded

Respectfully submitted,



Paris Howze, Project Manager

Linnet Corner
Monthly Update - as of August 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 | \$32,300,343 | 84% | \$6,046,700 |
| Soft Costs | \$14,598,875 | \$5,851,167 | 40% | \$8,747,708 |
| Total | \$53,472,256 | \$38,677,848 | 72% | \$14,794,407 |

| 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 | \$29,794,138 |
| Retention Withheld | \$2,919,582 |
| Amount Paid to Date | \$26,874,556 |
| Balance to Finish | \$3,340,557 |
| % Construction Complete | 99% |

| Contingency Utilization | | |
|----------------------------------|-------------|------------|
| | Hard Cost | Soft Costs |
| Total Contingency Approved | \$1,738,717 | \$450,000 |
| Approved Change Orders to Date | \$653,605 | \$36,894 |
| Remaining Balance of Contingency | \$1,085,112 | \$413,106 |
| % of Contingency Used | 38% | 8% |
| | | |
| 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
(August 31, 2025)



Figure 1: Exterior Façade of Linnet Corner



Figure 2: Exterior façade view from Lakehurst Circle

Linnet Corner
Progress Photos
(August 31, 2025)



Figure 3: Completed 3rd Floor Roof Terrace Deck



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

Linnet Corner
Progress Photos
(August 31, 2025)



Figure 5: View from exterior community room frontage patio



Figure 6: View of resident garden

Linnet Corner
Progress Photos
(August 31, 2025)



Figure 7: View of Front Entry

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Managing General Partner:

ICD Mabuhay LLC,
a California limited liability company

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

By: Vanessa Cooper
Vanessa Cooper
President

FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT

THIS FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT (this “**Amendment**”) is made and entered into as of August 22, 2025, by and between CALIFORNIA COMMUNITY REINVESTMENT CORPORATION, a California nonprofit public benefit corporation (“**CCRC**”), and MABUHAY AND LAKEHURST LP, a California limited partnership (“**Borrower**”).

RECITALS

A. Borrower has a leasehold interest in that certain real property (the “**Real Property**”) located in the City and County of Alameda, California, as more particularly described in the Supplemental Agreement (as defined below), together with a fee interest in the buildings and improvements located thereon.

B. The California Municipal Finance Authority, a joint exercise of powers agency duly organized and validly existing under the laws of the State of California (the “**Governmental Lender**”), obtained a loan (the “**Funding Loan**”) from Bank of America, N.A., a national banking association (“**Initial Funding Lender**”), in the aggregate principal amount of \$31,899,294. The Funding Loan is evidenced by (i) that certain California Municipal Finance Authority Multifamily Housing Revenue Note (North Housing Senior Apartments) 2024 Series A-1 dated as of March 6, 2024 in the original principal amount of \$27,184,366 (the “**Tax Exempt Note**”), (ii) that certain California Municipal Finance Authority Multifamily Housing Revenue Note (North Housing Senior Apartments) 2024 Series A-2 (Taxable) dated as of March 6, 2024 in the original principal amount of \$20,655,553 (the “**Taxable Note**”), and together with the Tax Exempt Note, collectively, and as amended from time to time, the “**Governmental Note**”), pursuant to the terms of that certain Funding Loan Agreement dated as of March 1, 2024 (the “**Funding Loan Agreement**”) by and among Governmental Lender, Initial Funding Lender and U.S. Bank Trust Company, National Association, a national banking association (the “**Fiscal Agent**”). The Funding Loan Agreement and other documents executed in connection with the issuance of the Tax Exempt Note, including that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of March 1, 2024, and recorded March 7, 2024, in the Official Records of the County of Alameda, State of California (the “**Official Records**”) as Document Number 2024033177, by and between Governmental Lender and Borrower (the “**Tax Exempt Regulatory Agreement**”), collectively constitute the “**Tax Exempt Note Documents**”.

C. Governmental Lender used the proceeds of the Funding Loan to make a loan (the “**Loan**”) to Borrower in the maximum principal amount of \$31,899,294, pursuant to that certain Project Loan Agreement dated as of March 1, 2024 (the “**Borrower Loan Agreement**”) by and among Borrower, Governmental Lender and Fiscal Agent. The Loan is evidenced by (i) that certain Promissory Note Secured By Deed of Trust, in the original principal amount of \$27,184,366 (the “**Note**”), and (ii) that certain Promissory Note (Taxable), in the original principal amount of \$4,714,928 (the “**Borrower Taxable Note**”) and secured by, among other things, that certain Construction Leasehold and Permanent Deed of Trust, with Assignment of Rents, Security Agreement, and Fixture Filing dated as of March 6, 2024, and recorded on March 7, 2024 in the Official Records as Document Number 2024033178 (the “**Deed of Trust**”), executed by Borrower for the benefit of Governmental Lender, encumbering Borrower’s interest in the Real Property. Initial Funding Lender has made periodic disbursements of the Funding Loan concurrently with, and in an amount of, each approved Requisition (as defined in the Funding Loan Agreement) submitted by Borrower to Servicer (as hereinafter defined), pursuant to the terms of the Borrower Loan Agreement and that certain Construction Disbursement Agreement of March 6, 2024 (the “**Construction Disbursement Agreement**”), executed by Borrower and Bank of America, N.A., a national banking association, as “**Servicer**” (the “**Servicer**”), up to the maximum principal amount of \$31,899,294 (the principal amount outstanding thereunder, as of the Conversion Date, being herein referred to as the “**Loan**”). The Borrower Loan Agreement, the Note, the Deed of Trust and various other documents in favor of Initial Funding Lender (or in favor of Governmental Lender, and assigned to Initial Funding Lender) and relating to the Loan are collectively referred to herein as the “**Bank Loan Documents**”.

D. California Community Reinvestment Corporation, a California nonprofit public benefit corporation (“**CCRC**”) entered into that certain Loan Purchase Agreement (the “**Loan Purchase Agreement**”), dated as of March 6, 2024, with Initial Funding Lender and Borrower, pursuant to which CCRC agreed to purchase the Funding Loan and receive an assignment of the Tax Exempt Note upon the terms and subject to the conditions set forth therein,

effective as of the date of recordation (the “**Conversion Date**”) of an Assignment and Assumption of Loan Documents (the “**Assumption**”), the form of which is provided for in the Loan Purchase Agreement. .

E. The Funding Loan is governed by the Loan Documents, which include that certain Supplemental Agreement, dated as of March 6, 2024, by and between Borrower and CCRC (the “**Supplemental Agreement**”). Capitalized terms not defined herein shall have the meanings specified in the Supplemental Agreement.

F. CCRC and Borrower wish to enter into this Amendment in order to amend the Supplemental Agreement to reflect additional financing for the Property.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CCRC and Borrower agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Amendment by this reference.

2. Amendment of Section 2.14. Section 2.14 of the Supplemental Agreement is hereby amended and restated in its entirety, as follows:

2.14 Affordability Covenants; Subordinate Loans. Throughout the term of the Loan, the requisite number of residential apartment units in the Improvements shall rent at such rents, and to households having such incomes, as required by the most restrictive among any agreements, restrictions or other requirements to which Borrower or the Project Assets may be subject, including (but not limited to) the following:

(a) the Tax Exempt Regulatory Agreement;

(b) that certain Ground Lease dated on or about March 1, 2024 (the “**Ground Lease**”), by and between the Housing Authority of the City of Alameda, a public body corporate and politic (the “**Ground Lessor**”), as lessor, and Borrower, as tenant, a memorandum of which is being recorded in the Official Records of Alameda, California (the “**Official Records**”) substantially concurrently with the Deed of Trust;

(c) that certain Affordable Housing Agreement dated on or about March 1, 2024, by and between the Housing Authority of the City of Alameda, a public body corporate and politic (“**AHA**”) and the Ground Lessor (the “**Ground Lease Restrictions**”), recorded in the Official Records substantially concurrently with the Deed of Trust;

(d) a senior regulatory agreement (the “**Senior HCD MHP Regulatory Agreement**”) to be executed by Borrower in favor of the California Department of Housing and Community Development (“**HCD**”) in connection with the HCD MHP Loan (defined below), to be recorded in the Official Records on or about the Conversion Date;

(e) a senior regulatory agreement (the “**Senior HCD VHHP Regulatory Agreement**”) to be executed by Borrower in favor of HCD in connection with the HCD VHHP Loan (defined below), to be recorded in the Official Records on or about the Conversion Date;

(f) that certain Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing dated on or about the date hereof, by the Housing Authority of the City of Alameda, a public body corporate and politic, Island City Development, a California nonprofit public benefit corporation (“**ICD**”), and the Borrower in favor of HCD (the “**IIG Covenants**”), recorded in the Official Records substantially concurrently with the Deed of Trust;

(g) that certain Declaration of Restrictions dated on or about the date hereof (the “**AAHC Regulatory Agreement**”), by and between Alameda Affordable Housing Corporation, a California nonprofit

public benefit corporation (“**AAHC**”), and Borrower, recorded in the Official Records substantially concurrently with the Deed of Trust;

(h) a regulatory agreement or other restrictive covenant (the “**TCAC Regulatory Agreement**”) to be recorded against the Real Property by the State of California, acting through its Tax Credit Allocation Committee (“**TCAC**”) in connection with an allocation of federal low-income housing tax credits for the Property (the “**Tax Credits**”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”);

(i) a junior regulatory agreement (the “**Junior HCD MHP Regulatory Agreement**”) to be executed by Borrower in favor of HCD in connection with the HCD MHP Loan (defined below), to be recorded in the Official Records on or about the Conversion Date; and

(j) a junior regulatory agreement (the “**Junior HCD VHHP Regulatory Agreement**”) to be executed by Borrower in favor of HCD in connection with the HCD VHHP Loan (defined below), to be recorded in the Official Records on or about the Conversion Date.

The Tax Exempt Regulatory Agreement, the restrictions in the Ground Lease, the Ground Lease Restrictions, the Senior HCD MHP Regulatory Agreement, the Senior HCD VHHP Regulatory Agreement, the IIG Covenants, the AAHC Regulatory Agreement, the TCAC Regulatory Agreement, the Junior HCD MHP Regulatory Agreement and the Junior HCD VHHP Regulatory Agreement are hereinafter collectively referred to as the “**Restrictions**”. The Tax Exempt Regulatory Agreement, the restrictions in the Ground Lease, the Ground Lease Restrictions, the Senior HCD MHP Regulatory Agreement and the Senior HCD VHHP Regulatory Agreement are hereinafter collectively referred to as the “**Prior Restrictions**”.

ICD, AAHC, AHA, the AHP Lender (defined below) and HCD, are each referred to as a “**Subordinate Lender**,” are collectively referred to as the “**Subordinate Lenders**”. The following loans, each a “**Subordinate Loan**,” are hereinafter collectively referred to as the “**Subordinate Loans**”:

(a) a construction and permanent loan in the original principal amount of \$2,293,116 (the “**ICD Loan**”) from ICD, which ICD Loan is made from the proceeds of a \$2,293,116 grant (the “**HCD IIG Grant**”) from HCD,

(b) a construction and permanent loan in the original principal amount of \$3,438,000 (the “**AAHC Loan**”) from AAHC, which AAHC Loan is made from the proceeds of a \$1,000,000 grant (the “**HCD LHTF Grant**”) from HCD and \$2,438,000 of matching funds from AAHC,

(c) a construction and permanent loan in the original principal amount of \$945,000 (the “**AHA Loan**”) from AHA, which AHA Loan is made from the proceeds of a \$945,000 loan (the “**AHP Sponsor Loan**”) from Bank of Marin (the “**AHP Lender**”) to AHA.

(d) a permanent loan from HCD in the original principal amount of \$13,474,995 under HCD’s Multifamily Housing Program (the “**HCD MHP Loan**”).

(e) a permanent loan from HCD in the original principal amount of \$4,867,201 under HCD’s Veterans Housing and Homelessness Prevention Program (the “**HCD VHHP Loan**”).

(f) a sponsor pass-through loan in the original principal amount of \$200,000 (the “**ICD Sponsor Loan**”) from ICD, which ICD Sponsor Loan is made from the proceeds of a \$200,000 grant (the “**Home Depot Grant**”) from The Home Depot Foundation.

Any documents evidencing, securing or otherwise executed in connection with the Subordinate Loan are hereinafter collectively referred to as the “**Subordinate Loan Documents**”.

Each year during the Term of the Loan, Borrower shall provide CCRC with a copy of Borrower's annual tenant and rent certification and qualification report made (i) in connection with any Subordinate Loan, (ii) to TCAC in connection with the tax credit allocation, and (iii) those governmental agencies charged with determining Borrower's compliance with regulations applicable to the Tax Credits claimed by Borrower for the Property.

3. Further Assurances. Upon CCRC's request and at Borrower's sole cost and expense, Borrower shall execute, acknowledge and deliver any other amendments, modifications or instruments and perform any other acts necessary, desirable or proper, as reasonably determined by CCRC to carry out the purposes of this Amendment.

4. Attorneys' Fees and Costs. Borrower shall reimburse CCRC for its reasonable attorneys' fees and costs actually incurred in connection with the preparation, review, execution and delivery of this Amendment and of the amendments or modifications of the Loan Agreement, the Note and the Loan Documents, if any, related hereto, to be payable concurrently with or prior to the execution of this Amendment.

5. Ratification. Except as expressly modified herein, the Supplemental Agreement remains unmodified and in full force and effect and the parties ratify and confirm the terms thereof as modified by this Amendment.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Remainder of Page Intentionally Left Blank.]
[Signature Page(s) to Follow.]

COUNTERPART SIGNATURE PAGE TO AMENDMENT

IN WITNESS WHEREOF, this Amendment is hereby made as of the date first written above.

CCRC:

CALIFORNIA COMMUNITY REINVESTMENT CORPORATION,
a California nonprofit public benefit corporation

By: 

Name: Donald Cavier

Title: Executive Vice President

[Borrower signature page to follow.]

COUNTERPART SIGNATURE PAGE TO AMENDMENT

IN WITNESS WHEREOF, this Amendment is hereby made as of the date first written above.

BORROWER:

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
Name: Vanessa Cooper
Title: President

FIRST LOAN MODIFICATION AGREEMENT

THIS FIRST LOAN MODIFICATION AGREEMENT (this “Agreement”) is made effective as of August 22, 2025 (the “Effective Date”), by and among **MABUHAY AND LAKEHURST LP**, a California limited partnership (hereinafter called the “Borrower,” whether one or more), **ISLAND CITY DEVELOPMENT**, a California nonprofit public benefit corporation (“ICD”), and **HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body corporate and politic (“Housing Authority”, and together with ICD, the “Guarantor”), and **BANK OF AMERICA, N.A.**, a national banking association (hereinafter called the “Servicer”).

RECITALS:

WHEREAS, the California Municipal Finance Authority, a joint exercise of powers agency duly organized and validly existing under the laws of the State of California (the “Governmental Lender”) is the original owner and holder of that certain Promissory Note Secured by Deed of Trust in the original principal amount of \$27,184,366 (the “Tax-Exempt Borrower Note”), and that certain Promissory Note (Taxable) in the original principal amount of \$4,714,928 (the “Taxable Borrower Note”, and together with the Tax-Exempt Borrower Note, collectively, as renewed, extended, modified, amended or restated from time to time, the “Note”) each dated as of March 6, 2024, and executed and delivered by Borrower and payable to Governmental Lender, evidencing Borrower’s obligations to Governmental Lender in connection with a loan in the original principal amount of the Note (the “Loan”). The Loan was funded using the proceeds of a loan (the “Funding Loan”) from Bank of America, N.A., a national banking association (in such capacity, the “Funding Lender”) to the Governmental Lender;

WHEREAS, the Note was issued pursuant to a Project Loan Agreement dated March 1, 2024 (as amended, modified, supplemented or restated from time to time, the “Loan Agreement”), by and among the Governmental Lender, Borrower, and U.S. Bank Trust Company, National Association, a national banking association, as Fiscal Agent (the “Fiscal Agent”), and pursuant to the Loan Agreement, Servicer has been appointed as the “Servicer” of the Loan. In connection therewith, the Servicer and the Borrower have entered into that certain Construction Disbursement Agreement dated March 6, 2024 (together with any amendments or modifications thereto, the “Construction Disbursement Agreement”), which, among other things, sets forth the terms and conditions of the disbursement of the Loan to Borrower;

WHEREAS, Borrower’s obligations under the Note are secured by, among other things, a Leasehold Construction and Permanent Deed of Trust, with Assignment of Rents, Security Agreement, and Fixture Filing dated March 6, 2024, from Borrower in favor of Governmental Lender, and recorded on March 7, 2024 in the Official Records of Alameda County, California (“Official Records”) as Document Number 2024033178 (as amended, supplemented, modified, restated, renewed or extended from time to time, the “Security Instrument”), covering certain real property and improvements thereon, more particularly described in the Security Instrument (the “Property”);

WHEREAS, Borrower’s obligations under the Note are guaranteed by Guarantor pursuant to a Payment Guaranty and a Completion Agreement, each dated March 6, 2024 (whether one or more, and as amended, supplemented, modified, restated or renewed from time to time, the “Guaranty”);

WHEREAS, pursuant to that certain Assignment of Deed of Trust and Related Documents dated March 6, 2024 and recorded on March 7, 2024 in the Official Records as Document Number 2024033179 (as amended, supplemented, modified, restated, renewed or extended from time to time, the “Assignment of Deed of Trust”), Governmental Lender has assigned its rights, title, and interest in and to the Loan and the Loan Documents (excluding certain unassigned rights expressly reserved to the Governmental Lender) to the Funding Lender; and

WHEREAS, Borrower's obligations under the Note and the other Loan Documents (hereinafter defined) are hereinafter collectively called the "Obligations;" the Note, the Security Instrument, the Loan Agreement, the Construction Disbursement Agreement, the Guaranty, and all other documents previously, now or hereafter executed and delivered to evidence, secure, guarantee, or in connection with, the Obligations, as the same may from time to time be renewed, extended, amended, supplemented or restated, are hereinafter collectively called the "Loan Documents;" and all liens, security interests, assignments, superior titles, rights, remedies, powers, equities and priorities securing the Note or providing recourse to Governmental Lender with respect thereto are hereinafter collectively called the "Liens".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Servicer now agree to make certain modifications to the Construction Disbursement Agreement, all as more specifically set forth below.

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference; provided, however, that such recitals shall not be deemed to modify the express provisions hereinafter set forth. Capitalized terms used herein but not defined shall have the meanings given to them in the Construction Disbursement Agreement.

2. Amendments. Recital G of the Construction Disbursement Agreement shall be amended and restated in its entirety, as follows:

*Additional funds necessary for the construction and operation of the Project are being provided to the Borrower, consisting of (i) a construction and permanent loan in the original principal amount of \$2,293,116 (the "**ICD Loan**") from Island City Development, a California nonprofit public benefit corporation ("**ICD**"), which ICD Loan is made from the proceeds of a \$2,293,116 grant (the "**HCD IIG Grant**") from the California Department of Housing and Community Development ("**HCD**"), (ii) a construction and permanent loan in the original principal amount of \$3,438,000 (the "**AAHC Loan**") from the Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation ("**AAHC**"), which AAHC Loan is made from the proceeds of a \$1,000,000 grant (the "**HCD LHTF Grant**") from HCD and \$2,438,000 of matching funds from AAHC, (iii) a construction and permanent loan in the original principal amount of \$945,000 (the "**AHA Loan**") from the Housing Authority of the City of Alameda, a public body, corporate and politic ("**AHA**"), which AHA Loan is made from the proceeds of a \$945,000 loan (the "**AHP Sponsor Loan**") from Bank of Marin (the "**AHP Lender**") to AHA, and (iv) a sponsor pass-through loan in the original principal amount of \$200,000 (the "**ICD Sponsor Loan**") from ICD, which ICD Sponsor Loan is made from the proceeds of a \$200,000 grant (the "**Home Depot Grant**") from The Home Depot Foundation ("**Home Depot**"). The documents evidencing, securing, or guaranteeing the ICD Loan, the ICD Sponsor Loan, the HCD IIG Grant, or the Home Depot Grant are referred to herein as the "**ICD Loan Documents**". The documents evidencing, securing, or guaranteeing the AAHC Loan or the HCD LHTF Grant are referred to herein as the "**AAHC Loan Documents**". The documents evidencing, securing, or guaranteeing the AHA Loan or the AHP Sponsor Loan are referred to herein as the "**AHA Loan Documents**". ICD, AAHC, and AHA are collectively referred to herein as the "**Subordinate Lenders**" and each a "**Subordinate Lender**". The ICD Loan, the ICD Sponsor Loan, the AAHC Loan, and the AHA Loan are collectively referred to herein as the "**Subordinate Loans**" and each a "**Subordinate Loan**". The ICD Loan Documents, the AAHC Loan Documents, and the AHA Loan Documents are collectively referred to herein as the "**Subordinate Loan Documents**" and each a "**Subordinate Loan Document**".*

3. Updated Budget. Exhibit D of the Construction Disbursement Agreement is hereby replaced with the updated Budget attached hereto as "Exhibit A".

4. **Financial Reporting.** Exhibit K of the Construction Disbursement Agreement is hereby replaced with the updated table attached hereto as “Exhibit B”.

5. **Conditions Precedent to Closing.** The obligation of Servicer to enter into this Agreement is subject to the satisfaction of the following conditions precedent:

(a) Servicer’s receipt of this Agreement, corresponding endorsement to loan policy of title insurance, and all other additional documents required by Servicer in connection with the modification of the Loan duly executed by Borrower and Guarantor as applicable;

(b) Servicer’s receipt of executed loan documents evidencing the ICD Sponsor Loan, including a subordination agreement in form acceptable to Lender;

(c) Borrower shall have paid Servicer all fees, commissions, costs, charges, taxes and other expenses incurred by Servicer and its counsel in connection with this Agreement, including, but not limited to, reasonable fees and expenses of Servicer’s counsel and all recording fees, taxes and charges.

6. **Balance.** As of August 22, 2025, the outstanding principal balance of (i) the Tax-Exempt Borrower Note is \$27,184,366, and (ii) the Taxable Borrower Note is \$303,246.35.

7. **Borrower’s Representations and Warranties.** Borrower hereby reaffirms all of the representations and warranties set forth in the Loan Documents, and further represents and warrants that as of the Effective Date (a) the information included in the Beneficial Ownership Certification, if applicable, is true and correct in all respects; (b) Borrower is the sole legal and beneficial owner of the Property; (c) no tenant in the Property is involved in any illegal activities or conducts any illegal business in violation of any Laws including the Controlled Substances Act; (d) the execution and delivery of this Agreement do not contravene, result in a breach of, or constitute a default under, any mortgage, loan agreement, indenture or other contract or agreement to which Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both), and do not violate or contravene any law, order, decree, rule, regulation or restriction to which Borrower or the Property is subject; (e) this Agreement constitutes the legal, valid and binding obligations of Borrower enforceable in accordance with its terms; (f) the execution and delivery of, and performance under, this Agreement are within Borrower’s power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action, and are not in contravention of any law, or of Borrower’s partnership agreement or of any indenture, agreement or undertaking to which Borrower is a party or by which it is bound; (g) there exists no default under the Note or any other Loan Document; (h) there are no offsets, claims, counterclaims, cross-claims or defenses with respect to the Obligations; and (i) Borrower is duly organized and legally existing under the laws of the State of California. Borrower further represents and warrants that, except as disclosed in writing to Servicer, there is no suit, judicial or administrative action, claim, investigation, inquiry, proceeding or demand pending (or, to Borrower’s knowledge, threatened) against (i) Borrower, or against any other person liable directly or indirectly for the Obligations, or (ii) which affects the Property or Borrower’s title to the Property, or (iii) which affects the validity, enforceability or priority of any of the Loan Documents. Borrower agrees to indemnify and hold Servicer harmless against any loss, claim, damage, liability or expense (including, without limitation, attorneys’ fees) incurred as a result of any representation or warranty made by Borrower herein which proves to be untrue or inaccurate in any respect, and any such occurrence shall constitute a default under the Loan Documents.

8. **Release.**

(a) Borrower and Guarantor, for themselves and for each of their respective heirs, personal representatives, successors and assigns, hereby release and waive all claims and/or defenses they now may have against Servicer and its successors and assigns (collectively, the “Released Parties”) on account of

any occurrence relating to the Loan, the Loan Documents and/or the property encumbered by the Security Instrument which accrued prior to the date hereof, including, but not limited to, any claim that Servicer (a) breached any obligation to Borrower and/or Guarantor in connection with the Loan, (b) was or is in any way involved with Borrower and/or Guarantor as a partner, joint venturer, or in any other capacity whatsoever other than as a lender, (c) failed to fund any portion of the Loan or any other sums as required under any document or agreement in reference thereto, or (d) failed to timely respond to any offers to cure any defaults under any document or agreement executed by Borrower, Guarantor or any third party or parties in favor of Servicer (collectively, the “Released Claims”). This release and waiver shall be effective as of the date of this Agreement and shall be binding upon Borrower and Guarantor and each of their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of Servicer and its successors and assigns. The term “Released Parties” as used herein shall include, but shall not be limited to, the present and former officers, directors, employees, agents and attorneys of Servicer.

(b) Borrower and Guarantor each agrees and acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true regarding the Released Claims and agrees that the foregoing releases shall remain in full force and effect, notwithstanding the existence or nature of any such different or additional facts.

(c) Borrower and Guarantor, each having consulted with counsel, is aware of the contents of Section 1542 of the Civil Code of the State of California. Section 1542 reads as follows:

Section 1542. (General Release – Claims Extinguished.) A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Borrower and Guarantor each expressly waives and relinquishes all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction, with respect to the Released Claims. Each of Borrower and Guarantor has executed this Agreement voluntarily, with full knowledge of its significance, and with the express intention of effecting the legal consequences provided by a waiver of California Civil Code Section 1542.

9. Course of Dealing. Servicer and Borrower hereby acknowledge and agree that at no time shall any prior or subsequent course of conduct by Borrower or Servicer directly or indirectly limit, impair or otherwise adversely affect any of Servicer’s rights, interests or remedies in connection with the Loan and the Loan Documents or obligate Servicer to agree to, or to negotiate or consider an agreement to, any waiver of any obligation or default by Borrower under any Loan Document or any amendment to any term or condition of any Loan Document.

10. Renewal; Lien Continuation; No Novation. Borrower hereby renews the Obligations and promises to pay and perform all Obligations as modified by this Agreement. The Liens are hereby ratified and confirmed as valid, subsisting and continuing to secure the Obligations, as modified hereby. Nothing herein shall in any manner diminish, impair, waive or extinguish the Note, the Obligations or the Liens. The execution and delivery of this Agreement shall not constitute a novation of the debt evidenced and secured by the Loan Documents.

11. Default. A default under this Agreement shall constitute a default under the Note and other Loan Documents.

12. Miscellaneous. To the extent of any conflict between the Loan Documents and this Agreement, this Agreement shall control. Unless specifically modified hereby, all terms of the Loan Documents shall

remain in full force and effect. This Agreement (a) shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns; (b) shall be governed by the laws of the State of California and United States federal law; and (c) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement.

13. Reaffirmation of Guaranty. Each Guarantor, by signature below as such, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby consents to and joins in this Agreement and hereby declares to and agrees with Servicer that the Guaranty is and shall continue in full force and effect for the benefit of Servicer with respect to the Obligations, as amended by this Agreement, that there are no offsets, claims, counterclaims, cross-claims or defenses of Guarantor with respect to the Guaranty nor, to Guarantor's knowledge, with respect to the Obligations, that the Guaranty is not released, diminished or impaired in any way by this Agreement or the transactions contemplated hereby, and that the Guaranty is hereby ratified and confirmed in all respects. Each Guarantor hereby reaffirms all of the representations and warranties set forth in the Guaranty. Each Guarantor acknowledges that without this consent and reaffirmation, Servicer would not execute this Agreement or otherwise consent to its terms.


14. Electronic Signatures. This Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time. Borrower and Guarantor hereby agree that as soon as reasonably possible, Borrower and Guarantor will provide an original of this Agreement to Servicer that will include the wet signatures of Borrower and Guarantor next to any Electronic Signatures.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement under seal as of the day and year first hereinabove written.

SERVICER:

BANK OF AMERICA, N.A.,
a national banking association

By: 
Name: Enoch Yeung
Title: Vice President

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement under seal as of the day and year first hereinabove written.

BORROWER:

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
Name: Vanessa Cooper
Title: President

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement under seal as of the day and year first hereinabove written.

GUARANTOR:

ISLAND CITY DEVELOPMENT,
a California nonprofit public benefit corporation

By: Vanessa Cooper
Name: Vanessa Cooper
Title: President

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement under seal as of the day and year first hereinabove written.

GUARANTOR:

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

By: Vanessa Cooper
Name: Vanessa Cooper
Title: Executive Director

EXHIBIT A

Updated Budget

(Replacement Exhibit for Exhibit D of Construction Disbursement Agreement)

[Attached]

Limit input to YELLOW CELLS

BUDGET DRAW TEMPLATE

Clear ALL Prior Entries for New Draw

BORROWER: Mabuhay and Lakehurst LP

REPORT DATE:

PROJECT DESCRIPTION: North Housing Senior Apartments

HIDE Blank Line Item Rows (normal status)

UNHIDE Blank Line Item Rows (to add new line item)

Uses

| Description | Original Budget | Total Prior Adjustments | Current Changes | Revised Budget | Total Previous Drawn | Amount This Draw | Total Drawn Including This Draw | Undisbursed After This Draw | % Funded | Deferred (Unavailable) |
|--|----------------------|-------------------------|-------------------|----------------------|----------------------|------------------|---------------------------------|-----------------------------|-------------|------------------------|
| LAND | | | | | | | | | | |
| Acquisition loan interest and fees | 80,623.00 | (22,084.78) | | 58,538.22 | 58,538.22 | | 58,538.22 | 0.00 | 100% | |
| Holding costs, Closing Costs | 560,241.00 | (92,440.96) | | 467,800.04 | 467,800.04 | | 467,800.04 | 0.00 | 100% | |
| TOTAL LAND | 640,864.00 | (114,525.74) | 0.00 | 526,338.26 | 526,338.26 | 0.00 | 526,338.26 | 0.00 | 100% | |
| HARD COSTS | | | | | | | | | | |
| Construction - Residential | 23,185,353.00 | 6,974,054.72 | | 30,159,407.72 | 24,799,978.50 | | 24,799,978.50 | 5,359,429.22 | 82% | |
| General Requirements | 3,265,202.00 | (3,265,202.00) | | 0.00 | 0.00 | | 0.00 | 0.00 | 0% | |
| Personal Property - Construction Budget | 150,000.00 | (150,000.00) | | 0.00 | 0.00 | | 0.00 | 0.00 | 0% | |
| Personal Property - Development Budget | 80,623.00 | (80,623.00) | | 0.00 | 0.00 | | 0.00 | 0.00 | 0% | |
| P&P Bond | 641,967.00 | (641,967.00) | | 0.00 | 0.00 | | 0.00 | 0.00 | 0% | |
| PV System | 191,251.00 | (191,251.00) | | 0.00 | 0.00 | | 0.00 | 0.00 | 0% | |
| Sub Total Contracts | 27,514,396.00 | 2,645,011.72 | 0.00 | 30,159,407.72 | 24,799,978.50 | 0.00 | 24,799,978.50 | 5,359,429.22 | 82% | |
| Off Site Improvements | 1,989,538.00 | 1,924,051.00 | | 3,913,589.00 | 2,005,597.44 | | 2,005,597.44 | 1,907,991.56 | 51% | |
| On-Site improvements | 2,555,217.00 | (2,555,217.00) | 200,000.00 | 200,000.00 | 0.00 | | 0.00 | 200,000.00 | 0% | |
| Site work in AHA Contract, that's attributable to this project | 2,795,816.00 | | | 2,795,816.00 | 2,853,881.21 | | 2,853,881.21 | 141,934.79 | 95% | |
| Personal Property - Development Budget 05-23-2024 | | 80,623.00 | | 80,623.00 | 68,707.48 | | 68,707.48 | 11,915.52 | 85% | |
| Construction Contingency | 1,738,717.00 | (597,901.72) | | 1,140,815.28 | 0.00 | | 0.00 | 1,140,815.28 | 0% | |
| TOTAL HARD COSTS | 36,593,684.00 | 1,496,567.00 | 200,000.00 | 38,290,251.00 | 29,528,164.63 | 0.00 | 29,528,164.63 | 8,762,086.37 | 77% | |
| SOFT COSTS | | | | | | | | | | |
| Insurance | 450,000.00 | 0.00 | | 450,000.00 | 381,079.66 | | 381,079.66 | 68,920.34 | 85% | |
| Real Estate Taxes | 148,359.00 | 0.00 | | 148,359.00 | 0.00 | | 0.00 | 148,359.00 | 0% | |
| Legal | 245,000.00 | (8,599.22) | | 236,400.78 | 236,400.78 | | 236,400.78 | 0.00 | 100% | |
| Interest Rate Cap | 100,000.00 | 0.00 | | 100,000.00 | 0.00 | | 0.00 | 100,000.00 | 0% | |
| Architect | 842,123.00 | 0.00 | | 842,123.00 | 755,951.70 | | 755,951.70 | 86,171.30 | 90% | |
| Survey & Engineering | 418,500.00 | 0.00 | | 418,500.00 | 350,685.94 | | 350,685.94 | 67,814.06 | 84% | |
| Appraisal & Market Study | 42,000.00 | 0.00 | | 42,000.00 | 28,150.00 | | 28,150.00 | 13,850.00 | 67% | |
| Impact Fees | 2,275,748.00 | (1,496,567.00) | | 779,181.00 | 779,181.00 | | 779,181.00 | 0.00 | 100% | |
| Permits | 1,425,003.00 | (6,430.49) | | 1,418,572.51 | 572,279.38 | | 572,279.38 | 846,293.13 | 40% | |
| Organizational Costs | 5,000.00 | 0.00 | | 5,000.00 | 1,996.60 | | 1,996.60 | 3,003.40 | 39% | |
| Environmental Surveys | 70,322.00 | 43,416.93 | | 113,738.93 | 113,738.93 | | 113,738.93 | 0.00 | 100% | |
| Project Administration | 289,349.00 | 0.00 | | 289,349.00 | 116,798.43 | | 116,798.43 | 172,550.57 | 40% | |
| Security during construction | 125,000.00 | 0.00 | | 125,000.00 | 1,197.00 | | 1,197.00 | 123,803.00 | 1% | |
| Const Loan Origination Fee | 318,993.00 | 0.00 | | 318,993.00 | 318,993.00 | | 318,993.00 | 0.00 | 100% | |
| Const Title & Recording | 100,000.00 | 0.00 | | 100,000.00 | 80,434.00 | | 80,434.00 | 19,566.00 | 80% | |
| B of A Lender Legal | 95,000.00 | 15,175.00 | | 110,175.00 | 110,175.00 | | 110,175.00 | 0.00 | 100% | |
| Perm Loan Origination Fee | 83,539.00 | (15,175.00) | | 78,364.00 | 76,039.00 | | 76,039.00 | 2,325.00 | 97% | |
| Perm Conversion Fee (Deferred) | 10,000.00 | 0.00 | | 10,000.00 | 0.00 | | 0.00 | 10,000.00 | 0% | YES |
| Perm Title & Recording (Deferred) | 10,000.00 | 0.00 | | 10,000.00 | 0.00 | | 0.00 | 10,000.00 | 0% | YES |
| Perm Lender Legal (Deferred) | 10,000.00 | 0.00 | | 10,000.00 | 0.00 | | 0.00 | 10,000.00 | 0% | YES |
| Bond Costs | 171,656.00 | 74,957.83 | | 246,613.83 | 219,344.62 | | 219,344.62 | 27,269.21 | 89% | |
| Tax Credit Fees (Application, etc.) | 71,015.00 | 0.00 | | 71,015.00 | 21,874.85 | | 21,874.85 | 49,140.15 | 31% | |
| Marketing | 306,000.00 | 0.00 | | 306,000.00 | 240,752.81 | | 240,752.81 | 65,247.19 | 79% | |
| Accounting | 63,700.00 | 0.00 | | 63,700.00 | 10,125.00 | | 10,125.00 | 53,575.00 | 16% | |
| Tax Credit Consultant | 60,000.00 | 0.00 | | 60,000.00 | 60,000.00 | | 60,000.00 | 0.00 | 100% | |
| Developer Fees (Deferred) | 3,000,000.00 | 0.00 | | 3,000,000.00 | 0.00 | | 0.00 | 3,000,000.00 | 0% | YES |
| Soft Cost Contingency | 450,000.00 | 11,180.69 | | 461,180.69 | 0.00 | | 0.00 | 461,180.69 | 0% | |
| Sub Total Misc | 11,196,307.00 | (1,382,041.26) | 0.00 | 9,814,265.74 | 4,475,097.70 | 0.00 | 4,475,097.70 | 5,339,168.04 | 46% | |
| Bank of America Interest Reserve | 4,090,849.00 | 0.00 | | 4,090,849.00 | 926,297.65 | | 926,297.65 | 3,164,551.35 | 23% | |
| Sub Total Int Res | 4,090,849.00 | 0.00 | 0.00 | 4,090,849.00 | 926,297.65 | 0.00 | 926,297.65 | 3,164,551.35 | 23% | |
| HCD Pooled Transition Reserve (Deferred) | 168,552.00 | 0.00 | | 168,552.00 | 0.00 | | 0.00 | 168,552.00 | 0% | YES |
| Operating Reserve (Deferred) | 582,000.00 | 0.00 | | 582,000.00 | 0.00 | | 0.00 | 582,000.00 | 0% | YES |
| Sub Total Op Def | 750,552.00 | 0.00 | 0.00 | 750,552.00 | 0.00 | 0.00 | 0.00 | 750,552.00 | 0% | |
| TOTAL SOFT COSTS | 16,037,708.00 | (1,382,041.26) | 0.00 | 14,655,666.74 | 5,401,395.35 | 0.00 | 5,401,395.35 | 9,254,271.39 | 37% | |
| TOTAL PROJECT USES | 53,272,256.00 | 0.00 | 200,000.00 | 53,472,256.00 | 35,455,898.24 | 0.00 | 35,455,898.24 | 18,016,357.76 | 66% | 3,780,552.00 |

Sources

| Description | Original Budget | Total Prior Adjustments | Current Changes | Revised Budget | Total Previous Drawn | Amount This Draw | Total Drawn Including This Draw | Undisbursed After This Draw | % Funded | Deferred/Unavail? |
|--|----------------------|-------------------------|-------------------|----------------------|----------------------|------------------|---------------------------------|-----------------------------|------------|---------------------|
| Tax Exempt Bond | 27,184,366.00 | 0.00 | | 27,184,366.00 | 27,184,366.00 | | 27,184,366.00 | 0.00 | 100% | |
| Taxable Tail | 4,714,928.00 | 0.00 | | 4,714,928.00 | 0.00 | | 0.00 | 4,714,928.00 | 0% | |
| SUB-TOTAL LOAN PROCEEDS | 31,899,294.00 | 0.00 | 0.00 | 31,899,294.00 | 27,184,366.00 | 0.00 | 27,184,366.00 | 4,714,928.00 | 85% | |
| ILP Closing - Fed | 1,644,606.00 | 0.00 | | 1,644,606.00 | 1,644,606.00 | | 1,644,606.00 | 0.00 | 100% | |
| Island City Development Loan (HCD IIG funds) - Other | 2,063,804.00 | 0.00 | 200,000.00 | 2,263,804.00 | 2,063,804.00 | | 2,063,804.00 | 200,000.00 | 91% | |
| Alameda Affordable Housing Corporation (HCD & Housing Authority local funds) - Other | 3,438,000.00 | 0.00 | | 3,438,000.00 | 3,438,000.00 | | 3,438,000.00 | 0.00 | 100% | |
| ILP 75% Complete - Fed | 4,000,000.00 | 0.00 | | 4,000,000.00 | 179,122.24 | | 179,122.24 | 3,820,877.76 | 4% | |
| ILP 90% Complete - Fed | 5,500,000.00 | 0.00 | | 5,500,000.00 | 0.00 | | 0.00 | 5,500,000.00 | 0% | |
| Housing Authority of the City of Alameda (AHP from Bank of Marin) - Other | 945,000.00 | 0.00 | | 945,000.00 | 945,000.00 | | 945,000.00 | 0.00 | 100% | |
| GP Equity - Paid at Closing - Other | 1,000.00 | 0.00 | | 1,000.00 | 1,000.00 | | 1,000.00 | 0.00 | 100% | |
| Affordable Housing Prog. | | 0.00 | | 0.00 | 0.00 | | 0.00 | 0.00 | 0% | |
| DEFERRED | 3,780,552.00 | 0.00 | | 3,780,552.00 | 0.00 | | 0.00 | 3,780,552.00 | 0% | YES |
| SUB-TOTAL EQUITY/OTHER | 21,372,962.00 | 0.00 | 200,000.00 | 21,572,962.00 | 8,271,532.24 | 0.00 | 8,271,532.24 | 13,301,429.76 | 38% | |
| TOTAL PROJECT SOURCES | 53,272,256.00 | 0.00 | 200,000.00 | 53,472,256.00 | 35,455,898.24 | 0.00 | 35,455,898.24 | 18,016,357.76 | 66% | 3,780,552.00 |

USE/SOURCE VERIFICATIONS:

OK

OK

OK

OK

OK

OK

OK

OK

OK

OK

Exhibit B

(Replacement Exhibit for Exhibit K of the Construction Disbursement Agreement)

Financial Reporting

Borrower shall provide or cause to be provided to Servicer the financial reports set forth below. In addition, upon Servicer's request, Borrower will deliver, or cause to be delivered, such additional information as Servicer may reasonably require, including without limitation, a leasing report.

| Entity | Document Type | Commencement | Late After |
|--|---|--|---|
| Borrower | In-House financial statement (Balance Sheet, Statement of Cash Flows, and Income Statement) | Beginning for the year in which the temporary certificate of occupancy is issued for the Project | 120 days after the end of each fiscal year of the Borrower |
| Borrower | Company-prepared property schedules (Net Operating Income Statement, Rent Roll) | Beginning with the month after the month in which the temporary certificate of occupancy is issued for the Project | 45 days after the end of each calendar month |
| Guarantor (Housing Authority of the City of Alameda) | CPA audited, consolidated and consolidating financial statements (Balance Sheet and Income Statement) | Beginning with the fiscal year ending June 30, 2023 | 270 days after the end of each fiscal year of the Guarantor |
| Guarantor (Housing Authority of the City of Alameda) | Property Real Estate Owned Schedule (REO) | Beginning for the fiscal year ending June 30, 2023 | 270 days after the end of each fiscal year of the Guarantor |
| Guarantor (Island City Development) | CPA audited, consolidated and consolidating financial statements (Balance Sheet and Income Statement) | Beginning with the fiscal year ending December 31, 2023 | 270 days after the end of each fiscal year of the Guarantor |
| Guarantor (Island City Development) | Property Real Estate Owned Schedule (REO) | Beginning for the fiscal year ending December 31, 2023 | 270 days after the end of each fiscal year of the Guarantor |

LOAN AGREEMENT (North Housing Seniors)

This Loan Agreement (this “**Loan Agreement**”) is made as of May 1, 2025, by and between Island City Development, a California nonprofit public benefit corporation (“**Lender**”) and Mabuhay and Lakehurst LP, a California limited partnership (“**Borrower**”).

RECITALS

A. Borrower is developing a rental affordable housing residential project of 64 units (including 1 manager’s unit) on an approximately 0.97-acre parcel of land located at 2000 Lakehurst Circle, Alameda, California (the “**Property**”).

B. Lender has obtained a grant in the amount of \$200,000 (the “**Grant**”) from The Home Depot. The Grant shall be used for the construction and development of the Project.

C. Lender desires to lend, and Borrower desires to borrow, the proceeds of the Grant, pursuant to this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, Borrower and Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the meanings and content set forth in this Article wherever used in this Loan Agreement, attached Exhibits, or documents incorporated into this Loan Agreement by reference.

1.1 “**Borrower**” means Mabuhay and Lakehurst LP, a California limited partnership and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.2 “**County**” means the County of Alameda.

1.3 “**Deed of Trust**” is that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing made as of March 1, 2024, and recorded in the official records of Alameda County on March 7, 2024, as document number 2024033181, as security for the Loan and the obligations of Borrower under the Loan Documents by Borrower as trustor with Lender as beneficiary, incorporated herein by such reference.

1.4 “**Development**” means, collectively, the leasehold interest in the Property, as more particularly described in Exhibit A attached hereto and incorporated hereby, and the fee interest in the Improvements located thereon.

1.5 “**Escrow Holder**” means the person or entity designated by Borrower and approved by Lender to hold the Loan proceeds not previously disbursed to Borrower and other documents until receiving written instructions to record the documents and disburse the remaining funds.

1.6 “**Grant**” has the meaning given to it in Recital B.

1.7 “**Ground Lease**” means, collectively, that certain Ground Lease of even date herewith, by and between the Borrower and Housing Authority of the City of Alameda, pursuant to which Borrower leases the Property from Housing Authority of the City of Alameda, and that certain Memorandum of Lease of even date herewith, which will be recorded in the official records of the County of Alameda.

1.8 “**Hazardous Materials**” means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as “hazardous substances,” “hazardous wastes,” “hazardous materials,” “pollutants,” “contaminants,” or “toxic substances,” under federal or state environmental and health and safety laws and regulations, including without limitation petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of constructing, developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standards at the time of such use.

1.9 “**Hazardous Materials Laws**” means any rule, regulation or statute promulgated by any applicable governmental authority regarding Hazardous Materials.

1.10 “**HUD**” means the United States Department of Housing and Urban Development.

1.11 “**Improvements**” means the buildings, structures and other improvements, including the building fixtures therein, now or hereafter located on the Property.

1.12 “**Junior Indebtedness**” means, individually and collectively:

(a) \$3,438,000 loan from Alameda Affordable Housing Corporation.

(b) \$945,000 loan from the Housing Authority of the City of Alameda (the “**AHP Loan**”).

1.13 “**Lender**” means Island City Development, a California nonprofit public benefit corporation.

1.14 “**Loan**” means the loan of funds in an aggregate amount not to exceed \$200,000, from Lender to Borrower as provided in this Loan Agreement to provide construction and permanent financing for the Project.

1.15 “**Loan Agreement**” means this Loan Agreement entered into between Lender and Borrower.

1.16 “**Loan Document(s)**” means, individually and collectively, as the context requires, the Agreement and the Deed of Trust, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.17 “**Notice of Completion**” shall mean the notice that shall be filed by Borrower with the official records of the County of Alameda at completion of construction. Borrower shall not unreasonably delay filing the Notice of Completion.

1.18 “**Project**” means the construction, operation and management of the Development according to the terms of this Loan Agreement.

1.19 “**Project Document**” shall have the meaning given to it in Section 3.2(a).

1.20 “**Property**” has the meaning given to it in Recital A.

1.21 “**Senior Indebtedness**” means, individually and collectively:

(a) The tax-exempt and taxable construction loan(s) from Bank of America, N.A., national association in the approximate aggregate original principal amount of \$31,899,294, that is expected to convert to a permanent loan in the amount of \$4,235,900 and purchased at conversion by California Community Reinvestment Corporation .

(b) \$13,474,995 loan from HCD (the “**MHP Loan**”).

(c) \$4,867,201 loan from HCD (the “**VHHP Loan**”).

(d) \$2,293,116 loan from Island City Development (the “**IIG Loan**”).

1.22 “**Term**” means the term of this Loan Agreement and the Loan which commences as of the date of this Loan Agreement and unless sooner terminated as the result of an Event of Default pursuant to Section 8.1, ends on the earlier of (a) June 30, 2081, or (b) repayment in full of the Loan and all interest due thereon.

ARTICLE 2 TERMS OF THE LOAN

2.1 **LOAN.** Subject to the terms and conditions of the Loan Documents, Lender agrees to disburse the proceeds of the HCD Grant on a draw down and reimbursement basis pursuant to draws and supporting documentation submitted by Borrower.

2.2 **AMOUNT.** The amounts advanced hereunder by Lender shall not exceed the amount of the Loan.

2.3 **INTEREST.** Subject to the provisions of Section 2.4, the Loan shall not bear interest .

2.4 **DEFAULT INTEREST.** In the event of a default by Borrower of any of its obligations under this Loan Agreement and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Loan is repaid in full.

2.5 **TERM OF LOAN.** The principal of the Loan, together with all accrued interest, shall be due and payable on the earliest of: (a) the expiration of the Term, (b) the date the Development (or any portion thereof) is sold or (c) an Event of Default by Borrower, which has not been cured as provided for in the Loan Documents.

2.6 **USE OF FUNDS.** Loan proceeds shall be used for the construction of the Project.

2.7 **SECURITY.** Borrower's obligation to repay the Loan is secured by the Deed of Trust.

2.8 **REPAYMENT OF THE LOAN.** The Loan shall be repaid as follows:

(a) Annual Payments. Commencing on May 1, 2025, and on May 1 of each calendar year thereafter through the end of the Term, and subject to Section 2.5 above, Borrower shall make repayments of the Loan from "Cash Flow" remaining after payment in full of any accrued or current rent under the Ground Lease, as such terms are defined in and used in Exhibit A-4 of Borrower's partnership agreement as of the closing of the Loan.

(b) Manner of Payment. All amounts due and payable with respect to the Loan are payable at the office of the Lender at the address set forth herein for notices, or at such other place as Lender may designate to Borrower in writing from time to time, in any coin or currency of the United States which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts.

(c) Payment in Full. All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Default, and (ii) the expiration of the Term.

2.9 **PREPAYMENT OF LOAN.** No prepayment penalty, fee or premium will be charged to Borrower for payment of all or any portion of the Loan amount prior to the end of the term described herein.

2.10 **RECORDING.** Prior to or simultaneously with Lender's disbursement of the Loan funds under this Loan Agreement, Escrow Holder shall record the Deed of Trust with the official records of the County of Alameda, and shall deliver conformed copies of the recorded documents to Lender and Borrower.

2.11 **APPLICATION OF PAYMENTS.** Payments by Borrower pursuant to this Loan Agreement shall be applied, as applicable, first to accrued interest, then to current interest, then to other charges, then to reduce the principal.

2.12 **NO OFFSET.** Borrower hereby waives any rights of offset it now has or may hereafter have against the Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Loan Agreement.

2.13 **WAIVERS.** Presentment, notice of dishonor, and protest are waived by all makers, sureties, guarantors, and endorsers of this Loan Agreement, if any.

2.14 **NONRECOURSE.** The obligations of Borrower under the Loan Documents shall be nonrecourse to Borrower and its partners.

2.15 **Reserved.**

ARTICLE 3

[Intentionally deleted.]

ARTICLE 4

[Intentionally deleted.]

ARTICLE 5 OPERATION

5.1 [Intentionally deleted.]

5.2 [Intentionally deleted.]

5.3 [Intentionally deleted.]

5.4 [Intentionally deleted.]

5.5 **NONDISCRIMINATION.** Borrower shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Development on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age (except that the Development may be operated as a seniors project in accordance with applicable law), marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

5.6 RECORDS.

(a) Borrower shall be accountable to Lender for all funds disbursed to Borrower pursuant to the Loan Documents. Borrower agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn from Loan funds, and to keep all invoices, receipts, and other documents related to expenditures from said Loan funds for not less than three years after completion of the Project. Records must be kept accurate and current. Lender shall notify Borrower of any records it deems insufficient. Borrower shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by Lender in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Borrower shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

(b) Borrower shall promptly comply with all requirements or conditions of the Loan Documents relating to notices, extensions, and other events required to be reported or requested. Borrower shall promptly supply, upon the request of Lender, any and all information

and documentation which involves the Development and cooperate with Lender in the development and construction of the Project.

5.7 AUDITS. Borrower shall make available for examination at reasonable intervals and during normal business hours to Lender all books, accounts, reports, files, and other papers or property with respect to all matters covered by these Loan Documents, and shall permit Lender to audit, examine, and make excerpts or transcripts from such records. Lender may make audits of any conditions relating to this Loan.

5.8 ENCUMBRANCE OF PROPERTY. Except as otherwise provided in this Loan Agreement and the Projections, and excluding the Senior Indebtedness, Borrower shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Development, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Development, except with the prior written consent of Lender. Borrower shall notify Lender in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Project or Development, and of any encumbrance or lien that has been created on or attached to the Development whether by voluntary act of Borrower or otherwise. Lender agrees and acknowledges that the following loans to Borrower will be secured by the Development the Senior Indebtedness and Junior Indebtedness.

5.9 SUBORDINATION. Lender shall subordinate the obligations of the Loan Documents to the Senior Indebtedness. Borrower and Lender shall cooperate in the execution of any such subordination agreement required to perfect such subordinations.

5.10 TRANSFER OF PROPERTY. Borrower has not made or created, and shall not, make or permit any sale, assignment, conveyance, lease (other than the leasing of units in the Development), or other transfer of this Loan Agreement, or the Development, or any part thereof, without the prior written consent of Lender. Notwithstanding the above or anything in the Loan Documents to the contrary, Lender hereby agrees that a transfer of the interests of Borrower's limited partners is permitted without prior written consent and shall not constitute a default under the Loan Documents. In addition, notwithstanding anything contained in the Loan Documents, a removal and replacement of a general partner of Borrower for cause by the limited partners, pursuant to the terms of Borrower's partnership agreement is permitted without prior written consent and does not constitute a default under the Loan Documents. Also notwithstanding the above, any transfer of the Development pursuant to (a) the Project Option under Borrower's partnership agreement, and/or (b) the Right of First Refusal Agreement between Borrower and Island City Development, is permitted without prior written consent and shall not constitute a default under the Loan Documents. Lender further hereby permits assignments for financing purposes, and any subsequent transfer to the lender providing such financing by foreclosure or deed in lieu of foreclosure thereunder, subject to such financing being considered and approved by Lender. The transfers specifically permitted under this Section 5.10 are referred to as the "**Permitted Transfers**".

5.11 FEES, TAXES, AND OTHER LEVIES. Borrower shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Development or the Project, and shall pay such charges prior

to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful.

5.12 DAMAGE TO PROPERTY. If any building or structure on the Property is damaged or destroyed by an insurable cause, Borrower shall, at its cost and expense, diligently undertake to repair or restore said buildings and structures consistent with the Scope of Work for the Project if Borrower reasonably determines that such restoration or repair is economically feasible. Such work or repair shall be commenced within one year after the damage or loss occurs and shall be complete within three years from such commencement. Subject to Borrower's election to rebuild, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Borrower shall make up the deficiency.

5.13 ANNUAL OPERATING BUDGET. Borrower, at least sixty (60) days prior to the end of each of Borrower's fiscal year, shall furnish Lender an annual operating budget. Upon receipt by Lender of the proposed annual operating budget, Lender shall promptly review the same and approve or disapprove it within fifteen (15) working days. If the annual operating budget is not approved by Lender, Lender shall set forth in writing and notify Borrower of Lender's reasons for withholding such approval. Borrower shall thereafter submit a revised annual operating budget for Lender approval within thirty (30) days, which approval shall be granted or denied within fifteen (15) working days in accordance with the procedures set forth above.

ARTICLE 6 INDEMNITY

6.1 INDEMNITY. Borrower hereby agrees to defend, indemnify and save harmless Lender from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of this Loan Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of Borrower or its agents, representatives, employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities resulting from the gross negligence or willful misconduct of Lender.

6.2 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No officials, employees and agents of Lender shall be personally liable to Borrower for any obligation created under the terms of these Loan Documents.

ARTICLE 7 HAZARDOUS MATERIALS

7.1 NOTIFICATION TO LENDER. Borrower shall promptly notify Lender in writing of: (a) the discovery of any concentration or amount of Hazardous Materials of which Borrower becomes aware on or under the Property requiring notice to be given to any

governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by Borrower (after verification of the veracity of such knowledge to Borrower's reasonable satisfaction) that the Development does not comply with any Hazardous Materials Laws; (c) the receipt by Borrower of written notice of any Hazardous Materials claims; and (d) the discovery by Borrower of any occurrence or condition on the Development or on any real property located within 2,000 feet of the Development that could cause the Development or any part thereof to be designated as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.2 USE AND OPERATION OF PROPERTY. Neither Borrower, nor any agent, employee, or contractor of Borrower, nor any authorized user of the Development shall use the Development or allow the Development to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Borrower shall comply and cause the Project and the Development to comply with all applicable Hazardous Materials Laws.

7.3 REMEDIAL ACTIONS. If Borrower has actual knowledge of the presence of any Hazardous Materials on or under the Property, Borrower shall take, at no cost or expense to Lender, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Borrower's right of contest below.

7.4 RIGHT OF CONTEST. Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if (a) the contest is based on a material question of law or fact raised by Borrower in good faith, (b) Borrower promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful and any remedial action then reasonably necessary. No Event of Default shall be deemed to exist with respect to any claim, demand, levy or attachment being contested by Borrower under the conditions of this Section.

7.5 ENVIRONMENTAL INDEMNITY. Borrower shall defend, indemnify, and hold Lender free and harmless against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Lender may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring during Borrower's use or occupancy of the Development.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an “**Event of Default**” under this Loan Agreement:

(a) Monetary. (1) Borrower’s failure to pay when due any sums payable under this Loan Agreement or any advances made by Lender under the Deed of Trust or Loan Documents; (2) Borrower’s use of Loan funds for costs other than approved costs or for uses inconsistent with other terms and restrictions in the Loan Documents; (3) Borrower’s failure to make any other payment or assessment due under the Loan Documents; (4) Borrowers failure to pay taxes prior to delinquency; (5) Borrower’s default under other debt secured by the Development after the applicable notice and cure periods have expired;

(b) Operation. (1) Discrimination by Borrower on the basis of characteristics prohibited by applicable law or (2) the imposition of any encumbrances or liens on the Development without Lender’s prior written approval that are prohibited under this Loan Agreement or that have the effect of reducing the priority of or invalidating the Deed of Trust;

(c) General performance of Loan obligations. Any substantial breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed in the Loan Documents;

(d) General performance of other obligations. Any substantial or continuous breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed by any other agreements, including any grant agreements, with respect to the financing, construction, or operation of the Project or the Development, whether or not Lender is a party to such agreement which may materially impair Lender’s security;

(e) Representations and warranties. A reasonable determination by Lender that its security has or will be materially impaired due to the fact that any of Borrower’s representations or warranties made in the Loan Documents, or any certificates, documents, or schedules supplied to Lender by Borrower were untrue in any material respect when made, or that Borrower concealed or failed to disclose a material fact from Lender;

(f) Damage to Development. Material damage or destruction to the Development by fire or other casualty, if Borrower does not take steps to reconstruct the Development as required by the Deed of Trust;

(g) Bankruptcy, dissolution, and insolvency. Borrower’s (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

8.2 **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.**

(a) For all Events of Default, Lender shall give written notice to Borrower of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken or if a cure is not possible within thirty (30) days, to begin such cure and diligently prosecute such to completion which shall, in any event, not exceed ninety (90) days from the date of receipt of the notice to cure. Lender has the sole discretion to determine whatever additional reasonable time is needed to cure.

(b) Notwithstanding anything to the contrary contained in the Agreement, Lender hereby agrees that any cure of any default made or tendered by one or more of Borrower's limited partners shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower. Copies of all notices which are sent to Borrower under the terms of this Loan Agreement shall also be sent to Borrower's limited partners at the address listed below.

8.3 LENDER'S REMEDIES. Upon the happening of an Event of Default by Borrower and a failure to cure said Event of Default within the time specified in Section 8.2 above, Lender's obligation to disburse Loan proceeds shall terminate, and Lender may also, in addition to other rights and remedies permitted by the Loan Documents or applicable law, proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:

(a) Terminate this Loan Agreement, in which event the entire principal amount outstanding and all accrued interest with respect to the Loan, as well as any other monies advanced to Borrower by Lender under the Loan Documents including administrative costs, shall immediately become due and payable at the option of Lender;

(b) Bring an action in equitable relief (1) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

(c) Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest with respect to the Loan, as well as any other monies advanced to Borrower by Lender under the Loan Documents;

(d) Enter the Development and take any actions necessary in its judgment to complete development of the Project, including without limitation (1) making changes in the scope of work or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to Lender's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that Lender deems necessary to comply with Hazardous Materials Laws or to render the Development suitable for occupancy;

(e) Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete development of the Project as needed to preserve Lender's interest in seeing the Project completed in a timely manner (including the authority to take any remedial

actions with respect to Hazardous Materials that Lender or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Development suitable for occupancy);

(f) Order immediate stoppage of development of the Project and demand that any condition leading to the Event of Default be corrected before development of the Project may continue;

(g) Disburse from Loan proceeds any amount necessary to cure any monetary default;

(h) Enter upon, take possession of, and manage the Development, either in person, by agent, or by a receiver appointed by a court, and collect rents and other amounts specified in the assignment of rents in the Deed of Trust and apply them to operate the Development or to pay off the Loan or any advances made under the Loan Documents, as provided for by the Deed of Trust;

(i) Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust;

(j) With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736; or

(k) Pursue any other remedy allowed at law or in equity. Nothing in this Section is intended or shall be construed as precluding Lender from proceeding with a nonjudicial foreclosure under the power of sale contained in the Deed of Trust in the Event of Default by Borrower.

ARTICLE 9 GENERAL PROVISIONS

9.1 BORROWER'S WARRANTIES. Borrower represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Borrower to fully comply with the terms of these Loan Documents and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute the Loan Documents, (4) that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Borrower, (5) that there has been no substantial adverse change in Borrower's financial condition since the date of application for this loan such as judgment liens, tax liens, mechanic's liens, bankruptcy, etc.; and (6) that all representations in Borrower's loan application (including all supplementary submissions) are true, correct and complete in all material respects and are offered to induce Lender to make this loan.

9.2 MONITORING AND EVALUATION. Except as otherwise provided for in this Loan Agreement, Borrower shall maintain and submit records to Lender within ten (10) business days of Lender's request which clearly document Borrower's performance under each requirement of the Loan Documents.

9.3 CONFLICTS OF INTEREST. Borrower covenants that:

(a) Except for approved eligible administrative or personnel costs, no person described in Section 9.3(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of Section 9.3(a) above apply to any person defined in California Government Code Section 1090 and an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

9.4 POLITICAL ACTIVITY. None of the funds, materials, property or services contributed by Lender or Borrower under this Loan Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.5 TERM OF THIS LOAN AGREEMENT. This Loan Agreement shall commence on the date set forth above and remain in full force and effect throughout the term of this Loan.

9.6 GOVERNING LAW. The Loan Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

9.7 STATUTORY REFERENCES. All references in the Loan Documents to particular statutes, regulations, ordinances, or resolutions of the United States or the State of California shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.

9.8 TIME. Time is of the essence in these Loan Documents.

9.9 CONSENTS AND APPROVALS. Any consent or approval of Lender or Borrower required under the Loan Documents shall not be unreasonably withheld or conditioned. Any approval required under the Loan Documents shall be in writing and executed by an authorized representative of the party granting the approval.

9.10 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Borrower and Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Borrower and Lender as follows:

LENDER: Island City Development
701 Atlantic Avenue

Alameda, CA 94501
Attention: Executive Director

BORROWER: Mabuhay and Lakehurst LP
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

With a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Henry Loh II

With a copy to:

The Banc of America Housing Fund XVII Limited Partnership, LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Tel: (410) 964-0552; Fax: (410) 772-2630
Attention: Asset Management

With a copy to:

Email: legalstaff@enterprisecommunity.com
Attention: Chief Legal Officer

With a copy to:

Kenneth S. Gross, Esq.
Gallagher Evelius & Jones LLP
218 North Charles Street, Suite 400
Baltimore, Maryland 21201

9.11 BINDING UPON SUCCESSORS. All provisions of these Loan Documents shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this Section does not waive the prohibition on assignment of this Loan Agreement by Borrower without Lender's consent.

9.12 RELATIONSHIP OF PARTIES. The relationship of Borrower and Lender under the Loan Documents is and at all times shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender

neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Development, or the Loan.

9.13 ASSIGNMENT AND ASSUMPTION. Borrower shall not assign any of its interests under this Loan Agreement or the Loan Documents to any other party, except as specifically permitted under the terms of the Loan Documents, without the prior written consent of Lender. Any unauthorized assignment shall be void.

9.14 WAIVER. Any waiver by Lender of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of its obligations under the Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

9.15 INTEGRATION. This Loan Agreement and the other Loan Documents, including exhibits, executed by Borrower for the Development, if any, contain the entire agreement of the parties and supersede any and all prior negotiations.

9.16 OTHER AGREEMENTS. Borrower represents that it has not entered into any agreements that are inconsistent with the terms of the Loan Documents. Borrower shall not enter into any agreements that are inconsistent with the terms of the Loan Documents without an express waiver by Lender in writing.

9.17 AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to the Loan Documents must be in writing, and shall be made only if executed by both Borrower and Lender.

9.18 SEVERABILITY. Every provision of this Loan Agreement is intended to be severable. If any provision of this Loan Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.19 ATTORNEYS' FEES AND COSTS. In the event any legal action is commenced to interpret or to enforce the terms of this Loan Agreement, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

9.20 RIDER. The terms and provisions of the Rider attached hereto as Exhibit C are incorporated hereby and, to the extent of any conflict between the terms of such Rider and the balance of the Loan Document, the Rider shall control.

9.21 SOURCE OF FUNDS. The Loan will not be funded or subsidized in whole or in part, directly or indirectly, by the proceeds of any obligation the interest in which is exempt from tax under Section 103 of the Internal Revenue Code or by any grant or loan funded by any federal funds.

9.22 **REFINANCING.** Notwithstanding anything to the contrary in the Loan Document, Lender acknowledges that the Senior Indebtedness will or may not be fully amortizing and will or may have an outstanding balance at its maturity date. Lender hereby approves of and agrees to subordinate to any new loan (a “**Take-Out Loan**”) issued for the purpose of refinancing any Senior Indebtedness at its maturity date, provided the Take-Out Loan bears interest at a commercially reasonable rate for a term that will be no less than co-terminus with the loan secured by this Deed of Trust, and the amount of the Take-Out Loan does not exceed the outstanding principal amount, plus accrued interest, of the Senior Indebtedness.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lender and Borrower have caused this Loan Agreement to be executed by their duly authorized representatives.

Lender:

Island City Development,
a California nonprofit public benefit corporation

By: 
Vanessa Cooper, President

Borrower:

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 member and manager

By: 
Vanessa Cooper, President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Alameda, City of Alameda, State of California, and is described as follows:

PARCEL ONE:

Lot 2, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

APN's: Portion 074-0905-012-09

PARCEL TWO:

A non exclusive easement as an appurtenance to Parcel One above and any subdivision thereof, for the purpose of a roadway, for private access, ingress and egress of vehicles, pedestrians and animals, public utilities, emergency vehicle access, and rights incidental thereto, on, over, under and across the area designated Parcel A, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

PARCEL THREE:

Non exclusive easements upon the term and provisions, for access, parking, pathway and maintenance, created in reference to the premises in the Instrument entitled "Declaration Providing for Reciprocal Easements, Joint Use and Maintenance" recorded January 31, 2024 as Instrument No. 2024-14998 of Official Records.

EXHIBIT B
PROJECTIONS

[attached]

EXHIBIT C

RIDER

Capitalized terms not defined in this Rider shall have the meanings given to them in the Loan Agreement to which this Rider is attached. Notwithstanding anything to the contrary set forth in the Loan Documents, the Lender makes the covenants set forth in this Rider.

1. The Lender will give The Banc of America Housing Fund XVII Limited Partnership, LLLP, a Maryland limited liability limited partnership, together with its successors and assigns (the “**Investor Limited Partner**”) a copy of any written notice it gives to the Borrower under the Loan Documents at the following addresses:

The Banc of America Housing Fund XVII Limited Partnership, LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Tel: (410) 964-0552; Fax: (410) 772-2630
Attention: Asset Management

With a copy to:

Email: legalstaff@enterprisecommunity.com
Attention: Chief Legal Officer

With a copy to:

Kenneth S. Gross, Esq.
Gallagher Evelius & Jones LLP
218 North Charles Street, Suite 400
Baltimore, Maryland 21201

2. The Lender will give the Investor Limited Partner not less than ten (10) days after the Investor Limited Partner’s receipt of such notice to cure a non-payment of any sum due under the Loan Documents.

3. The Lender will give the Investor Limited Partner not less than ninety (90) days after the Investor Limited Partner’s receipt of such notice to cure any other default under the Loan Documents.

4. If a default is incapable of being cured within ninety (90) days, the Lender will give the Investor Limited Partner such additional time as is reasonably necessary to cure such default provided it has commenced to cure such default within ninety (90) days and diligently proceeds to cure such default. In addition, if the default is such that the removal of the general partner may be reasonably necessary to cure such default, the Investor Limited Partner shall have such additional time as may be reasonably necessary to remove the general partner and then cure such default so

long as Investor Limited Partner proceeds diligently to remove the general partner and then to cure such default.

5. The Lender has not and will not cross-default or cross-collateralize the Loan with any loan that is secured by property other than the Development.

6. Investor Limited Partner is intended to be a direct beneficiary of the covenants set forth in this Rider and shall be entitled to bring an action to enforce the same independent of any rights of the Borrower.

7. Notwithstanding anything to the contrary set forth in the Loan Documents, until the end of the “compliance period” under Section 42 of the Internal Revenue Code, as amended, the Lender shall not commence (i) foreclosure proceedings with respect to the Project or exercise any other rights or remedies it may have under the Loan Documents, including, but not limited to, accelerating the loan made under the Loan Documents, collecting rents, appoint (or seek appointment of) a receiver or exercising any other rights or remedies under any of the Loan Documents, or (ii) join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower.

117027583
**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Buchalter, a Professional Corporation
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
Attn: Scott M. Salomon, Esq.



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$147.00

ELECTRONICALLY RECORDED

[Space Above This Line For Recording Data]

**SUBORDINATION AGREEMENT
(ICD Home Depot)**

THIS SUBORDINATION AGREEMENT (this "Agreement") is dated as of August 22, 2025 by and among (i) **BANK OF AMERICA, N.A.**, a national banking association (the "Senior Lender"), (ii) **ISLAND CITY DEVELOPMENT**, a California nonprofit public benefit corporation (the "Subordinate Lender"), and (iii) **MABUHAY AND LAKEHURST LP**, a California limited partnership (the "Borrower").

Recitals

A. Borrower received a loan (the "Senior Loan") from the California Municipal Finance Authority, a joint exercise of powers agency duly organized and validly existing under the laws of the State of California ("Governmental Lender"), for the acquisition, construction, development, equipping and/or operation of a 64-unit multifamily residential project located in the City of Alameda, Alameda County, California, known or to be known as North Housing Senior Apartments (the "Property").

See Exhibit A

B. The Senior Loan is evidenced by that certain \$27,184,366 Promissory Note Secured by Deed of Trust (as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented, the "Tax-Exempt Senior Note") and that certain \$4,714,928 Promissory Note (Taxable), each dated as of March 6, 2024 and made by Borrower payable to the order of Governmental Lender (as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented, the "Taxable Senior Note", and together with the Tax-Exempt Senior Note, individually and collectively, the "Senior Note") and that certain Project Loan Agreement, dated as of March 1, 2024 (as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented, the "Project Loan Agreement"), by and among Borrower, Governmental Lender, and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

C. The Senior Loan is secured by, among other things, that certain Leasehold Construction and Permanent Deed of Trust, with Assignment of Rents, Security Agreement and Fixture Filing, dated as of March 6, 2024 and recorded on March 7, 2024 in the Official Records of

Alameda County, California ("Official Records") as Document Number 2024033178, executed by Borrower for the benefit of Governmental Lender (as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented, "Senior Mortgage")

D. Borrower requested that Senior Lender enter into that certain Funding Loan Agreement, dated as of March 1, 2024, by and among Governmental Lender, Senior Lender and Fiscal Agent (as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented, the "Funding Loan Agreement"), pursuant to which Senior Lender will make a loan to Governmental Lender (the "Funding Loan"), the proceeds of which will be used to make the Senior Loan to Borrower pursuant to the Project Loan Agreement.

E. To secure the Funding Loan, the Senior Note, the Senior Mortgage and the Project Loan Agreement and certain other Senior Loan Documents (defined below) have been assigned by Governmental Lender to Senior Lender pursuant to that certain Assignment of Deed of Trust and Related Documents dated as of March 6, 2024 and recorded on March 7, 2024 in the Official Records as Document Number 2024033179. The Borrower and Senior Lender have entered into that certain Construction Disbursement Agreement dated as of March 6, 2024 (as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented, the "Construction Disbursement Agreement") regarding the manner in which the improvements at the Property will be completed and paid for. The Senior Loan Agreement, the Senior Note, the Senior Mortgage and all of the other documents evidencing the Senior Loan are referred to herein collectively as the "Senior Loan Documents".

F. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to Borrower in the amount of \$200,000 (the "Subordinate Loan") and to secure the Subordinate Loan by, among other things, placing a mortgage lien against the Property.

G. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.

H. Upon the timely satisfaction of the "Conversion Conditions" set forth in that certain Loan Purchase Agreement dated as of March 6, 2024 herewith (the "Loan Purchase Agreement"), by and among Borrower, Senior Lender and California Community Reinvestment Corporation, a California nonprofit public benefit corporation (together with its permitted successors and assigns under the Loan Purchase Agreement, ("CCRC"), CCRC has agreed to purchase the a portion of the Tax-Exempt Senior Loan Note and a portion of the Funding Loan from Senior Lender for a purchase price in the maximum amount of \$4,235,900. From and after the Conversion Date (as defined in the Loan Purchase Agreement), CCRC (or its permitted successor and assign that purchases the Funding Loan, if applicable) will become the Senior Lender hereunder.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

“Affiliate” means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term “control” for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

“Borrower” means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

“Business Day” means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

“Default Notice” means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Senior Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

“Senior Loan Default” means the occurrence of an “Event of Default” as that term is defined in the Senior Loan Documents.

“Senior Loan Documents” means (i) the Project Loan Agreement, the Construction Disbursement Agreement, the Senior Mortgage, the Senior Note and all other documents evidencing, securing or otherwise executed and delivered in connection with the Senior Loan; and (ii) following the Conversion Date, the Permanent Loan Documents.

“Permanent Loan Agreement” means that certain Supplemental Agreement dated as of March 6, 2024 herewith and effective as of the Conversion Date by and between Borrower and CCRC.

“Permanent Loan Documents” means the Project Loan Agreement, the Senior Note, the Senior Mortgage, Permanent Loan Agreement and all of the Senior Loan Documents which survive the Conversion Date.

“Person” means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

“Senior Lender” means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the Senior Note or of the Permanent Loan Documents, such other Person shall automatically become the Senior Lender.

“Subordinate Lender” means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Loan after the date of this Agreement.

“Subordinate Loan Default” means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

“Subordinate Loan Documents” means the Subordinate Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

“Subordinate Mortgage” means the leasehold deed of trust encumbering the Property as security for the Subordinate Loan, which the Subordinate Lender will cause to be recorded in the Official Records concurrently herewith.

2. Permission to Place Mortgage Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents or the Permanent Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the Senior Mortgage) to secure the Borrower’s obligation to repay the Subordinate Loan and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, the provisions of the Senior Loan Documents and the Permanent Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower’s and Subordinate Lender’s Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) [Reserved].

(b) [Reserved].

(c) **Term.** The term of the Subordinate Loan does not end before the term of the Senior Note.

(d) **Subordinate Loan Documents.** The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(e) **Senior Loan Documents.** The executed Senior Loan Documents are substantially in the same forms as, when applicable, those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

4. Terms of Subordination.

(a) **Agreement to Subordinate.** The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Mortgage and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Mortgage and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Mortgage, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) **Subordination of Subrogation Rights.** The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Senior Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Mortgage.

(c) **Payments Before Senior Loan Default.** Until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate

Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) **Notice of Default and Cure Rights.** The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents to the extent permitted under Section 5(b). All amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Mortgage.

(b) **Subordinate Lender's Agreement to Standstill.** If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not accelerate the Subordinate Loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action.

(c) **Cross Default.** The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such Senior Loan Default.

6. Default Under Senior Loan Documents.

(a) **Notice of Default and Cure Rights.** The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure

any such Senior Loan Default as provided below. Subordinate Lender may have up to 30 days from the date of the Default Notice to cure any monetary default under the Senior Loan Documents; provided, however, that the Senior Lender shall be entitled during such 30-day period to continue to pursue its remedies with respect to the Property. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure a non-monetary default if during such 60-day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 60-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Senior Lender has accelerated the maturity of the Senior Loan, or (ii) the Senior Lender has taken affirmative action to exercise its rights under the Senior Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Mortgage. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Senior Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Senior Mortgage and the Subordinate Mortgage, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Senior Loan Default or Subordinate Loan

Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Senior Mortgage remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents,

provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever and Subordinate Lender agrees that it shall not transfer or assign the Subordinate Loan or the Subordinate Loan Documents without the prior written consent of the Senior Lender.

9. Conversion, Modification or Refinancing of Senior Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to the Permanent Loan Documents, as well as to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing) and, in the event of new mortgage debt, Subordinate Lender shall execute and deliver to Senior Lender a new subordination agreement on the same terms and conditions as this Subordination Agreement. Following the Conversion Date, all the terms and covenants of this Agreement shall inure to the benefit of CCRC and any subsequent holder of the Senior Note; and all references to the Construction Disbursement Agreement and the Senior Loan Documents shall mean, respectively, the Permanent Loan Agreement and the Permanent Loan Documents.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this

Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER (Prior to Conversion Date):

Bank of America, N.A.
Dallas Infomart
1950 N Stemmons Fwy, Suite 5049
Dallas TX 75207
TX2-160-05-33
Attn: Construction Servicing (Real Estate) Loan
Administration Manager

SENIOR LENDER (On and after the Conversion Date):

California Community Reinvestment Corporation
100 West Broadway, Suite 1000
Glendale, CA 91210
Attention: President

In either case, with a copy to:

Buchalter, a Professional Corporation
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
Attn: Michael Williamson, Esq.

SUBORDINATE LENDER:

Island City Development
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, California 94501
Attention: Executive Director

Copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Henry Loh II

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

13. General.

(a) **Assignment/Successors.** This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) **No Partnership or Joint Venture.** The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) **Senior Lender's and Subordinate Lender's Consent.** Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) **Further Assurances.** The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Mortgage, or to further evidence the intent of this Agreement.

(e) **Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located.

(g) **Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate

Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Mortgage; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

(Remainder of page intentionally left blank. See following pages for signatures.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SENIOR LENDER:

BANK OF AMERICA, N.A.,
a national banking association

By: Enoch Yeung
Name: Enoch Yeung
Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

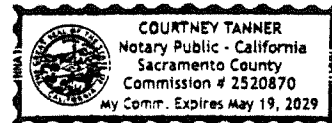
STATE OF CALIFORNIA)
COUNTY OF Sacramento)

On August 15, 2025, before me, Courtney Tanner, a Notary Public, personally appeared Enoch Yeung, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Courtney Tanner



(Seal)

Courtney Tanner
Notary Public - California
Sacramento County
Commission # 2520870
My Comm. Expires May 19, 2029

S-1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SUBORDINATE LENDER:

ISLAND CITY DEVELOPMENT,
a California nonprofit public benefit corporation

By: Vanessa Cooper
Name: Vanessa Cooper
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

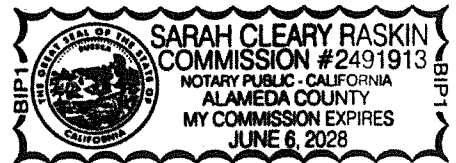
STATE OF CALIFORNIA)
COUNTY OF Alameda)

On August 18, 2025, before me, Sarah Cleary Raskin, a Notary Public, personally appeared Vanessa Cooper, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sarah Cleary Raskin



(Seal)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BORROWER:

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
Name: Vanessa Cooper
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Alameda)

On August 18, 2025, before me, Sarah Cleary Raskin,
a Notary Public, personally appeared Vanessa Cooper, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sarah Cleary Raskin

(Seal)

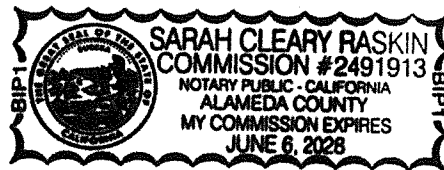


EXHIBIT A

The land referred to is situated in the County of Alameda, City of Alameda, State of California, and is described as follows:

TRACT ONE (LEASEHOLD)

PARCEL ONE:

Lot 2, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

EXCEPTING THEREFROM: THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS, INCLUDING THE BUILDING FIXTURES THEREIN, NOW OR HEREAFTER LOCATED ON AND PERMANENTLY ANNEXED, WHICH ARE AND SHALL REMAIN REAL PROPERTY, AS GRANTED IN THE DEED RECORDED CONCURRENTLY HEREWITH.

APN's: Portion 074-0905-012-09

PARCEL TWO:

A non exclusive easement as an appurtenance to Parcel One above and any subdivision thereof, for the purpose of a roadway, for private access, ingress and egress of vehicles, pedestrians and animals, public utilities, emergency vehicle access, and rights incidental thereto, on, over, under and across the area designated Parcel A, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

PARCEL THREE:

Non exclusive easements upon the term and provisions, for access, parking, pathway and maintenance, created in reference to the premises in the Instrument entitled "Declaration Providing for Reciprocal Easements, Joint Use and Maintenance" recorded January 31, 2024 as Instrument No. 2024-14998 of Official Records.

TRACT TWO (IMPROVEMENTS)

ALL THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS INCLUDING THE BUILDING FIXTURES THEREIN, WHICH ARE AND SHALL REMAIN REAL PROPERTY, NOW OR HEREAFTER LOCATED ON AND PERMANENTLY ANNEXED TO OR ON THE LAND, AS GRANTED IN THE DEED RECORDED CONCURRENTLY HEREWITH, DESCRIBED AS FOLLOWS:

Lot 2, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

APN's: Portion 074-0905-012-09

**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: September 17, 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.

CEQA

Not Applicable



RECOMMENDATION

Accept the Monthly Report for North Housing Offsites.

ATTACHMENTS

1. Att2_Offsite Photo updates BOC 08.2025
2. Att1_Offsite Monthly Budget Update 09_2025

Respectfully submitted,



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

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.

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

| General Contract Status | |
|---------------------------------|-------------|
| Total Contract Value | \$4,015,747 |
| Change Orders | \$2,375,899 |
| Revised Contract Value | \$6,391,646 |
| Value of Work Completed to Date | \$5,991,515 |
| Retention Withheld | \$589,593 |
| Amount Paid to Date | \$5,095,283 |
| Balance to Finish | \$400,131 |
| % Construction Complete | 94% |

| Contract Contingency Utilization | |
|---|-----------|
| | Hard Cost |
| Total Contract Contingency | \$150,000 |
| Approved Contract Contingency Usage To Date | \$148,457 |
| Remaining Balance of Contract Contingency | \$1,543 |
| % of Contract Contingency Used | 99% |

| Owner Contingency Utilization | |
|---|-----------|
| Total Owner Contingency Outside of Contract | \$450,000 |
| Approved Owner Contingency Usage To Date | \$241,972 |
| Remaining Balance of Owner Contingency | \$208,028 |
| % of Owner Contingency Used | 54% |

**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors
Island City Development

From: Sarah Raskin, Housing Development Specialist

Date: September 17, 2025

Re: Accept the Monthly Report for The Poplar.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) purchased the property (the Site) at 2615 Eagle Avenue in March 2022. AHA has a goal of serving 50-60 families with affordable housing, with up to 25% supportive housing apartments if required by funding sources. The development will have a preference for Alameda Unified School District (AUSD) staff, as well as a live/work preference for Alamedans.

In December 2023, the Board entered into \$3.4 million pre-development loan from Capital Impact Partners Bay's Future Fund (BFF) to fund the acquisition and pre-development of this site for up to four years. In February 2024, the Board approved a \$2.1 million pre-development loan from the Reserve Policy to supplement the BFF loan amount. In March 2024, the Board approved an option to ground lease with a 20-year term to Island City Development (ICD).

AHA has received redevelopment funding from the City of Alameda totaling \$4,888,053. AHA has received an additional \$1,000,000 from the City of Alameda increasing this redevelopment funding total to \$5,888,053. A detailed spending plan for these funds will be presented at the October 2025 BOC meeting.

In March 2024, the project was awarded \$534,565 in Equitable Community Revitalization Grant (ECRG) funds from the Department of Toxic Substances Control Office of Brownfields (DTSC). The grant has a two-year term: March 2024 to March 2026. Grant funds are disbursed on a reimbursement basis and can only be used for environmental site investigation activities. An extension to this grant is being processed and is due by September 22, 2025.

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

DISCUSSION**Environmental**

Staff continue to work with Rincon Consultants, Inc. (Rincon) on the environmental investigation under the oversight of the San Francisco Bay Regional Water Quality Control



Board (SFBRWQCB). At AHA's request, Rincon submitted a draft Interim Removal Action (IRA) report to the SFBRWQCB in July. The Report summarizes the implemented interim removal action of excavating and disposing of non-Resource Conservation and Recovery Act (RCRA) hazardous waste, also known as California-only hazardous waste (California levels are typically stricter than federal levels), at the site by targeted excavations. Please see the previous Monthly Report for further information on the excavation activities. Staff will continue to update the Board on any additional testing and findings.

Additionally, staff submitted the ECRG Quarterly Report on July 30, 2025. The Quarterly Reports are a requirement of the grant funds and provide updates to DTSC about the project's environmental and community outreach activities.

Community Outreach

As part of the design and entitlements process, staff will host community meetings to ensure that members of the Alameda community are made aware of The Poplar redevelopment project, including the environmental cleanup and demolition activities onsite, and give the community an opportunity to get involved with the process and/or comment on the Development Plan for the site as it takes shape. The Poplar community meetings begin on August 19, 2025. The updated community meeting schedule is attached.

Board members and the public are encouraged to attend. The public can also sign up for notifications about The Poplar by following these instructions:

1. Go to this link: <https://www.alamedahsg.org/future-communities/>
2. Scroll down and click "Newsletter Sign Up"
3. Fill out the contact information and check the box for "The Poplar"

To encourage neighbors to attend the community meetings, staff distributed over 300 flyers, from June 25, 2025 to June 27, 2025, advertising the meeting dates to the surrounding homes and businesses. Additionally, staff mailed postcards that contained the meeting information to the neighbors' mailing addresses on July 22, 2025. In addition, AHA social media have promoted the informational meetings.

Use of Redevelopment Funding

The City of Alameda (City) redevelopment funding of \$2,000,000 for the fiscal year 2024-2025 awarded to the project had a deadline to be incurred by June 30, 2025, or risk forfeiture. Staff submitted a draw request to AUSD on July 15, 2025 for a total of \$1,072,999.16 for the remaining fiscal year funds. The request included invoices relating to soft cost contracts with the project's vendors and deposits with the City of Alameda for the benefit of the project. The draw is currently being reviewed by AUSD and City of Alameda staff. The pre-development funding report is attached.

Demolition

A National Environmental Policy Act (NEPA) Part 58 environmental study, abatement of hazardous building materials, and disposition of surplus property on site will be completed prior to demolition of the existing buildings. The HUD Authority to Use Grant Funds (AUGF) is required prior to taking any choice limiting actions on the site, which includes abatement and demolition activities. Prior to demolishing the existing buildings, materials containing lead, asbestos, and/or PCBs need to be properly abated and disposed of by a licensed contractor according to state and local regulations. A demolition contractor has been selected (see



September 17, 2025

related Board memo in this agenda). Abatement and demolition are expected to be completed in winter 2025-26.

FISCAL IMPACT

Pre-development expenses at The Poplar are currently being funded by AHA predevelopment funding and the Capital Impact BFF loan. Environmental-specific costs are being reimbursed through the ECRG grant.

CEQA

Not Applicable.

RECOMMENDATION

Accept the Monthly Development Report for the Poplar.

ATTACHMENTS

1. The Poplar_Community Meetings Flyer_UPDATED
2. 25_09_Poplar- Predevelopment Budget Tracking

Respectfully submitted,



and Neil Saxby, Renew-Urban, Consultant
Sarah Raskin, Housing Development Specialist

Please Join Us to Discuss **The Poplar**

The Housing Authority of the City of Alameda (AHA) cordially invites all community members to attend in-person meetings to provide information regarding site layout, connectivity, programming, and environmental impacts for AHA's housing community named "The Poplar." The Poplar is located at 2615 Eagle Avenue in Alameda and will provide affordable rental housing to Alamedans and AUSD teachers and staff.

Upcoming Community Meeting Topics & Locations (updated meetings are **highlighted**):

Site & Development Process Overview

Tuesday, August 19th at 6:00 - 7:30pm

Rosefield Village - Community Room:
727 Buena Vista Ave., Alameda, CA

Design Charette

Wednesday, September 10th at 7:00 - 9:00pm

Edison Elementary School- Multi-Purpose
Room: 2700 Buena Vista Ave., Alameda, CA

Site Reuse and Resiliency

Wednesday, October 1st at 7:00 - 8:30pm

Edison Elementary School - Multi-Purpose
Room: 2700 Buena Vista Ave., Alameda, CA

Final Development Plan

Thursday, October 16th at 7:00 - 8:30pm

Edison Elementary School - Multi-Purpose
Room:
2700 Buena Vista Ave., Alameda, CA

Environmental Conditions and Remediation

Wednesday, October 29th

Time and location to be determined

A RSVP is not required but is preferred. For questions or to RSVP, please email poplar@alamedahsg.org.

To stay up to date with information on the project, we encourage you to sign up for the online Newsletter at www.ahagroup.click



Thank you! We hope you can join us for one or more of our upcoming meetings.

The Poplar – Predevelopment Budget
Update as of August 30, 2025

| Uses | Budget | Obligated | Spent to Date | Remaining |
|--------------------------------|--------------------|--------------------|----------------------|--------------------|
| Acquisition | \$2,500,000 | \$2,500,000 | \$2,500,000 | \$0 |
| Demolition & Carrying Costs | \$600,000 | \$61,607 | \$61,607 | \$538,393 |
| Design Consultants | \$800,000 | \$265,530 | \$143,618 | \$656,382 |
| Entitlements & Permitting | \$175,000 | \$145,778 | \$46,268 | \$128,732 |
| LIHTC and Financing Fees | \$206,000 | \$202,000 | \$124,338 | \$81,662 |
| Predevelopment Financing Fees | \$375,261 | \$375,261 | \$375,261 | \$0 |
| Environmental Costs | \$500,000 | \$423,083 | \$265,124 | \$234,876 |
| Other Soft Costs & Contingency | \$280,739 | \$213,420 | \$150,945 | \$129,794 |
| Total | \$5,437,000 | \$4,186,679 | \$3,667,161 | \$1,769,839 |

| | City Redevelopment Funding | Capital Impact BFF | ECRG |
|------------------------------------|---|-------------------------------|-------------|
| Total Budget | \$5,888,053 | \$3,337,000 | \$534,565 |
| Amount Drawn through July 30, 2025 | \$4,888,053 | \$2,645,457* | \$223,616 |
| Remaining Loan Available | \$1,000,000 | \$691,543 | \$310,949 |

**The funds minus interest are being held in LAIF*

**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: September 17, 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: September 17, 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 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 during 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 received its final 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 be completed 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 lease up, 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 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

In August 2025, the Department applied for matching funds under the State Local Housing Trust Fund for the Independence Plaza transaction. In September 2025, the Alameda Affordable Housing Trust Fund received notice that the application was successful. It is an honor to have received three awards from this program over time. Staff will be reviewing to see how this award can help AHA be repaid for the funding provided during the Restore-Rebuild transaction in November 2024.

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

Staff is currently convening a series of community meetings regarding the Poplar development. 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 offered a promotion to the role of Associate Project Manager to Jocelyn Layte in June. In addition, the department has a position for housing development specialist and a construction project manager open at this time.

FISCAL IMPACT

Not applicable.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

ATTACHMENTS

1. AHF Award - Independence Plaza

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



- ↑ Urban Finalist,
Ancora Place
- Seniors Finalist,
The Pryde
- ↓ Preservation Finalist,
Market Street Village

The 2025 AHF Readers' Choice Awards

FINALISTS

READ ABOUT
36 inspiring
AFFORDABLE
HOUSING
COMMUNITIES.



VETERANS, FARMWORKERS, SENIORS

who once lived on the streets, individuals who are blind, hospitality workers priced out of the cities where they toil, and families displaced by natural disasters.

These are among the residents in the 36 communities selected as finalists in Affordable Housing Finance's 2025 Readers' Choice Awards. These developments are in small towns and major cities across 17 states and the U.S. Virgin Islands.

They tell the story of the nation's housing crisis, but they're also examples of determination and ingenuity, rising against the odds to become someone's haven. This year's Readers' Choice Awards recognizes affordable housing communities built in 2024 or 2025.

Read about the developments in this issue, and then AHF magazine and newsletter subscribers can vote for the winners in nine categories as well as an overall winner at housingfinance.com. Voting takes place starting July 18 and is restricted to subscribers as of July 25.

Winners will be recognized at AHF Live: The Affordable Housing Developers' Summit, Nov 17-19, in Chicago.



by
DONNA KIMURA
CHRISTINE SERLIN
ALY YALE



Independence Plaza

BUILT IN 1990, INDEPENDENCE PLAZA HAS BEEN AN important source of affordable housing for seniors in Alameda, California. However, it faced a major challenge with the looming expiration of a city operating subsidy that would have meant raising rents to prevent a budget deficit.

To preserve affordability at the 186-unit community, the Housing Authority of the City of Alameda (AHA) executed the nation's first acquisition-only Restore-Rebuild transaction, formerly known as Faircloth to RAD (Rental Assistance Demonstration).

The housing authority had a balance of 120 Faircloth vouchers from when it restructured a public housing development years earlier. The team unlocked those resources to apply the vouchers at Independence Plaza. Restore-Rebuild deals typically involve a renovation, but the Alameda community was kept in good shape, and some work to the common areas was done in preparation for this transaction. As a result, officials were able to apply the Restore-Rebuild vouchers without rehabilitation.

The new vouchers ensure that rents at 120 apartments will remain affordable for 20 years. The other units serve those with tenant-based vouchers. The \$37.5 million transaction allowed AHA to pay off a loan and positions the housing authority to borrow against the property when it does need rehabilitation, according to executive director Vanessa Cooper. "We have created a model that means you can use Restore-Rebuild without deep rehab," she says. "It's a preservation tool that will unlock funds that couldn't have been used otherwise."—D.K.

DEVELOPER: Housing Authority of the City of Alameda; **GENERAL CONTRACTORS:** Athens General Construction and Freestone Reconstruction; **MAJOR FUNDERS:** City of Alameda; Housing Authority of the City of Alameda; Department of Housing and Urban Development



Market Street Village

WHEN A MARKET-RATE APARTMENT DEVELOPMENT WENT up for sale in San Diego, Community Solutions took action to purchase the property and transform it into 229 affordable and supportive housing units.

The bold step is resulting in the creation of 114 units for residents earning up to 80% of the area median income and 115 units for veterans experiencing homelessness.

Acquiring the development has allowed the nonprofit to provide affordable homes more quickly and at a much lower cost than traditional affordable housing models. The first new residents moved in within 90 days of Community Solutions identifying and buying the building. The \$89.2 million deal came to about \$389,000 per unit, roughly half the costs of building a new unit in the market, say officials.

The deal also ensures that existing residents will not see their rents skyrocket and be at risk of displacement. Units will be converted when there's natural turnover.

Community Solutions was able to compete with market-rate buyers for Market Street Village with the help of a property tax exemption. Bypassing the use of low-income housing tax credits, the deal is instead funded by Community Solutions' Large Cities Housing Fund, a \$150 million initiative supported by major social impact investors to help communities reduce veteran homelessness.

"We saw an opportunity to acquire a high-quality building with lower-cost capital, and, in exchange, we were able to lower rents and connect the building to the housing system, which allows us, primarily through Veterans Affairs and other organizations, to make units available to individuals exiting homelessness," says Dave Foster, president of BDP Impact Real Estate, an arm of Community Solutions.

Market Street Village will provide homes for 36 veterans exiting homelessness within the first year and a total of 114 in three years, according to the developers.—D.K.

DEVELOPER: Community Solutions; **MAJOR FUNDERS:** Morgan Stanley; National Equity Fund; Kaiser Permanente; UnitedHealth Group; Ford Foundation; Alliance Healthcare Foundation; BQuest

LEFT: JOSHUA ALTER; RIGHT: COURTESY COMMUNITY SOLUTIONS



ISLAND CITY DEVELOPMENT

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

ITEM 4.H

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: September 17, 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 |
|------------------------|----|----|

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 flourish at the end.

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)
2025-07-28 - 7:50:37 PM GMT
-  Document emailed to Sylvia Martinez (smartinez@alamedahsg.org) for signature
2025-07-28 - 7:50:43 PM GMT
-  Document emailed to Vanessa Cooper (vcooper@alamedahsg.org) for signature
2025-07-28 - 7:50:43 PM GMT
-  Document emailed to Al Zambrano (al.zambrano@ecam.com) for signature
2025-07-28 - 7:50:43 PM GMT
-  Email viewed by Vanessa Cooper (vcooper@alamedahsg.org)
2025-07-28 - 7:51:13 PM GMT
-  Email viewed by Sylvia Martinez (smartinez@alamedahsg.org)
2025-07-28 - 7:54:14 PM GMT
-  Email viewed by Al Zambrano (al.zambrano@ecam.com)
2025-07-28 - 8:15:28 PM GMT
-  Document e-signed by Al Zambrano (al.zambrano@ecam.com)
Signature Date: 2025-07-28 - 8:16:12 PM GMT - Time Source: server
-  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.

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 13:18:07 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)

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 *bf* 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, Mabuhay and Lakehurst 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 13:24:57 PDT)

Email: smartinez@alamedahsg.org











ICD - Linnet Corner - ECAM Agreement - Mutually Agreed Edits 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: | CBJCHBCAABAAuuREmAJ3skHSPjXdBVgNvrb_mIQOq-Jc |

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

-  Document created by Meghan O'Brien (meghan.obrien@garda.com)
2025-07-28 - 7:47:31 PM GMT
-  Document emailed to Sylvia Martinez (smartinez@alamedahsg.org) for signature
2025-07-28 - 7:47:37 PM GMT
-  Document emailed to Vanessa Cooper (vcooper@alamedahsg.org) for signature
2025-07-28 - 7:47:37 PM GMT
-  Document emailed to Al Zambrano (al.zambrano@ecam.com) for signature
2025-07-28 - 7:47:37 PM GMT
-  Email viewed by Vanessa Cooper (vcooper@alamedahsg.org)
2025-07-28 - 7:48:10 PM GMT
-  Email viewed by Sylvia Martinez (smartinez@alamedahsg.org)
2025-07-28 - 7:49:06 PM GMT
-  Email viewed by Al Zambrano (al.zambrano@ecam.com)
2025-07-28 - 8:16:50 PM GMT
-  Document e-signed by Al Zambrano (al.zambrano@ecam.com)
Signature Date: 2025-07-28 - 8:18:07 PM GMT - Time Source: server
-  Document e-signed by Sylvia Martinez (smartinez@alamedahsg.org)
Signature Date: 2025-07-28 - 8:24:57 PM GMT - Time Source: server
-  Document e-signed by Vanessa Cooper (vcooper@alamedahsg.org)
Signature Date: 2025-07-28 - 8:29:05 PM GMT - Time Source: server

✔ Agreement completed.

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

**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: September 17, 2025

Re: Authorize the President to Negotiate and Execute Two Contracts with Techordia for IT services for Lakehurst and Mosely LP (Estuary I) and Mabuhay and Lakehurst LP (Linnet Corner) In a Total Amount Not to Exceed \$90,000.

BACKGROUND

In February 2023, the Housing Authority of the City of Alameda (AHA) staff issued a Request for Proposals (RFP) for qualified technology consultants. Techordia, LLC., was selected through that RFP process and AHA entered into an agreement to begin providing technology consultant services in May 2023. The annual amount of \$250,000 was projected to be a sufficient amount to cover an initial period of three years, for a total not-to-exceed amount of \$750,000, to provide services including user IT setup and support, vendor liaison services, physical and virtual server maintenance and support, firewall and network management, and the administration and management of surveillance systems at AHA-owned properties. Additional services are now required for consultant services relating to the installation, setup, and oversight of third-party security camera systems, as well as the management of the network systems at Estuary I and Linnet Corner.

DISCUSSION

In a related memo on the AHA Board of Commissioner's agenda in September 2025, the AHA Board is considering an amendment to the existing Techordia contract.

Staff has been negotiating a proposed amendment to this agreement that would update the scope of services to include consultant services related to the installation, setup, and oversight of third-party security camera systems. The consultant services will be utilized at recently completed and upcoming development sites, including Estuary I (500 Mosley Ave), Linnet Corner (2000 Lakehurst Circle), Estuary II (520 Mosley Ave.), The Poplar (2615 Eagle Ave.), and additional development sites identified by AHA in the future. It is additionally proposed to have the networks at Estuary I (500 Mosley Ave.) and Linnet Corner (2000 Lakehurst Circle) managed by the Consultant to enhance system security, complete updates and maintenance, optimize network performance, and ensure regulatory compliance and reduce risk. Separate contracts with North Housing Estuary I and Linnet Corner properties will be executed to capture these costs to more accurately track and attribute them to the appropriate property. These contracts will be for a term of one year initially, and renewable upon review.



The estimated sum of these contracts, per project is as follows:

| Project | Start up Costs (Time/Materials, estimate) | Maintenance and Monitoring Costs - Annual (Fixed Fee) | Maintenance fees - Monthly |
|--|---|---|-------------------------------|
| Lakehurst and Mosely LP (Estuary I) | \$30,000 | \$16,800 | \$1,400 |
| Mabuhay and Lakehurst LP (Linnet Corner) | <u>\$30,000</u> | <u>\$8,100</u> | \$675 |
| | \$60,000 | \$26,400 | |

A draft scope is attached.

FISCAL IMPACT

The funds for these two contracts will be paid out of each property's development budget and will cover the installation and setup costs, as well as the monthly maintenance and monitoring expenses.

CEQA

Not applicable

RECOMMENDATION

Authorize the President to Negotiate and Execute Two Contracts with Techordia for IT services for Lakehurst and Mosely LP (Estuary I) and Mabuhay and Lakehurst LP (Linnet Corner) In a Total Amount Not to Exceed \$90,000.

ATTACHMENTS

1. Consultant and Network Services_Techordia_Draft Scope
2. AHA Techordia Agreement- Estuary I_DRAFT
3. AHA Techordia Agreement- Linnet Corner_DRAFT

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

DRAFT
Exhibit A – Scope of Services
Linnet Corner/ Estuary I

Consultant Services for third-party security camera systems

At the request of AHA, the Contractor will provide consultant services during the procurement and set up of third-party camera systems at new and existing facilities, as well as the composition and locations of camera system provided by the third-party vendor to provide the best visual coverage possible and ensure appropriate access for designated AHA employees.

The Contractor is not liable for any loss, damage, or injury resulting from the placement of the third-party cameras or the composition of the camera system. The Contractor is also not liable for the use or misuse of camera footage and does not guarantee the accuracy, completeness, or reliability of the camera footage. Additionally, the Contractor is not responsible for the management of the surveillance systems that are managed by another third-party vendor.

Review and advise on new camera systems:

- Provide information to inform solicitations related to camera system requirements based on best practices including capacity, resolution, installation requirements, and additional information as requested.
- Provide review of the technical aspects and approach of proposals for new camera systems.
- Provide feedback on the third-party plan for full system design and installation, which would include planning, installing, and configuring an entirely new surveillance system, including cameras, NVR/DVR, and network infrastructure.
- Provide feedback and advice on cabling and infrastructure setup: Running new network cables by a third-party contractor.
- Provide feedback and advisement on the mounting and hardware installation, which includes the physical installation of camera mounts, brackets, and equipment housing, especially in difficult-to-access or outdoor locations.
- Advise on backup solutions and redundancies that may be desirable.

These consultant services will be charged at the time and material hourly rate as indicated in Exhibit B.

North Housing Development Sites Network Management Services

The Contractor will provide network management services that would include enhanced security and threat protection, consistent updates and maintenance, optimized network performance, cost-effective scalable management, regulatory compliance and risk mitigation.

The Contractor will provide the following managed network services:

- Proactive network maintenance
- Regular updates and patch management
- Centralized configuration and policy enforcement
- Performance optimization and troubleshooting
- Comprehensive reporting and compliance support
- Onsite and remote technical support as needed
- Specific management and support for surveillance, Door King, and the Nextiva VoIP system have been included in the following section.

Surveillance management and support:

Equipment

- Equipment includes cameras and the NVR.
- 24/7 on-call support for down equipment

Site & Vendor Coordination

- Liaison between AHA and ECAM / Stealth Monitoring
- End user report on all devices
- Account management and access
- Request for movement of focus area.

Additional Support

- Management of all warranty type returns.
- Special request to download and sharing of data when requested

Door King management and support:

Site & Vendor Coordination

- Act as the site liaison for all DoorKing-related activities, working closely with client representatives and DKS support for escalations, advanced troubleshooting, or manufacturer warranty matters.
- Oversee site changes including migration from on-premise to cloud management, validating and executing project timelines and communicating impacts to stakeholders.
- Schedule and coordinate site visits or remote sessions for vendor upgrades, compliance reviews, and equipment adjustments.

Helpdesk & Technical Support

- Escalate advanced technical issues to DoorKing support and manage end-to-end resolution, including status updates to site stakeholders

Nextiva VoIP management and support:

User Administration & Onboarding

- Creation, modification, and removal of user accounts and extensions within the Nextiva platform.
- Initial setup and onboarding of new employees, including assigning phone numbers,

voicemail boxes, permissions, and device provisioning.

System Configuration & Change Management

- Configuration and updates of auto-attendants, call routing, hunt groups, and business hour rules.
- Implementation of call flows, voicemail-to-email, forward-to-mobile, and other features as required.
- Management and changes to call queue settings and ring groups based on business needs.

Support & Troubleshooting

- Tier-1 and Tier-2 helpdesk support for end user issues (e.g., login problems, no dial tone, dropped calls).
- Troubleshooting VoIP hardware like desk phones, softphones, or conference endpoints.
- Coordination with Nextiva support for advanced troubleshooting and escalation.

Monitoring & Performance Management

- Monitor system health, call quality metrics, outage alerts, and endpoint status.
- Proactive identification and mitigation of common VoIP issues such as jitter, latency, or packet loss.

Security & Compliance

- Management of user permissions and access levels in the VoIP admin portal.
- Advise on and implement call retention, encryption options, and compliance features relevant to business policies.

Reporting & Documentation

- Provide monthly usage, performance, and incident reporting as required.
- Maintain up-to-date system documentation, including extension lists, support procedures, and network diagrams relevant to VoIP infrastructure.

Vendor Liaison & Account Management

- Act as point of contact for all interactions with Nextiva, including feature requests, billing support, or service escalations.
- Assist with hardware procurement and warranty support for VoIP handsets and related devices.

Exhibit B – Fee Schedule (Linnet Corner)

| Management and Support Tasks | Monthly Fee |
|-------------------------------------|--------------------|
|-------------------------------------|--------------------|

| | |
|----------------------|------------------------|
| Surveillance | \$375.00 |
| Nextiva VoIP | \$150.00 |
| Door King | <u>\$150.00</u> |
| Monthly Total | \$675.00 |
| | |

Exhibit B – Fee Schedule (Estuary I)

| Management and Support Tasks | Monthly Fee |
|-------------------------------------|------------------------|
| Surveillance | \$1,025.00 |
| Nextiva VoIP | \$150.00 |
| Door King | <u>\$150.00</u> |
| Monthly Total | \$1,400.00 |
| | |

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 18th day of SEPTEMBER, 2025 ("Effective Date"), by and between the Lakehurst and Mosely LP., a California Limited Partnership (hereinafter referred to as "LMLP"), and Techordia, LLC., a California corporation whose address is 887 Island Drive Suite C, Alameda, CA 94502, (hereinafter referred to as "Consultant" or "Techordia"), is made with reference to the following:

RECITALS:

A. LMLP is a Limited Partnership Corporation, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

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

C. LMLP has determined that it requires managed technical support.

D. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

E. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

LMLP and Consultant desire to enter into an agreement to provide the specialized technical managed services as discussed in more detail below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date and end on September 30, 2026, unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall provide the following services to LMLP, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and incorporated herein by this reference, all at the not to exceed fee stated in Section 3 below. In the event of any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and LMLP relies upon this representation. Consultant shall perform to the satisfaction of LMLP, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to LMLP that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses, certifications and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Section 3.1 Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of LMLP.

2.4 Consultant agrees to perform all services hereunder in a manner agrees that all services shall be performed by qualified and experienced (as needed) personnel who are not employed by LMLP nor have any contractual relationship with LMLP.

2.5 Acceptance by LMLP of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

3. **COMPENSATION TO CONSULTANT**

3.1 LMLP shall pay the Consultant for services performed, products provided, and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by LMLP to Consultant for the services provided herein shall not exceed \$45,000 per year (dollars), including all expenses ("Contracted Amount"). LMLP shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and LMLP shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by LMLP pursuant to Paragraph 4 below. Consultant shall invoice LMLP monthly no later than 15 of the month following for the prior month for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to the Lakehurst and Mosely LP by consultant. Lakehurst and Mosely LP shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to the consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by LMLP. Payment will only be made via ACH. For this Agreement, invoices must be submitted by email to the primary contact (below) with a copy to jlayte@alamedahsg.org and Sylvia Martinez at smartinez@alamedahsg.org.

Estuary I
Lakehurst and Mosely LP
500 Moseley Ave. – Leasing Office
Alameda, CA 94501

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion (hours worked); and an invoice total. Copies of monthly service reports must be attached including the number of tenants served (duplicated and unduplicated and unit numbers). Purchase of supplies should be detailed with receipts provided.

4. **ALTERATION OR CHANGES TO THE AGREEMENT**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant nor shall additional payment(s) be made by LMLP to the consultant without a written amendment to this Agreement.

Consultant understands that LMLP's Board or President, or Contracted Staff, or designee, within their delegated authority, are the only authorized LMLP representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. **INSPECTION OF SERVICES**

All performances under this Agreement shall be subject to inspection and monitoring by LMLP. Consultant shall provide adequate cooperation to LMLP representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement, including the submission of reports verifying the Consultant's compliance with the performance metrics indicated in this agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, LMLP shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to LMLP. When the services to be performed or the products to be provided are of such a nature that the difference cannot be corrected, LMLP shall have the right to require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement and/or if applicable, reduce the contract price to reflect the reduced value of the services performed or products provided. LMLP may also terminate this Agreement for default and charge to Consultant any costs incurred by LMLP because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement and shall permit an LMLP representative to review the self-monitoring records and documentation and/or directly monitor, assess or evaluate Consultant's performance under this Agreement, at any time, upon reasonable notice to Consultant.

6. **TIME IS OF THE ESSENCE**

Consultant and LMLP agree that time is of the essence regarding the performance of this Agreement.

7. **INDEPENDENT CONTRACTOR**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of LMLP. It is expressly understood and agreed that the Consultant (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which LMLP's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rules or regulations and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties and Consultant shall hold LMLP harmless from any and all claims that may be made against LMLP based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of LMLP merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

LMLP and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

8. **IMMIGRATION REFORM AND CONTROL ACT (IRCA)**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold LMLP harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

9. **NON-DISCRIMINATION**

Consistent with LMLP's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminating in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex,

age, gender identity, or marital status in the performance of this Agreement and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS**

10.1 To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless LMLP, The Housing Authority of the City of Alameda and its affiliates Island City Development and Alameda Affordable Housing Corporation, and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, volunteers, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives in any way relating to or in the rendering of services under this Agreement, including but not limited to unlawful acts, property damage, bodily injury, or death (LMLP employees included), or any other element of damage of any kind or nature whatsoever, excluding, however, such liability, claims, losses, damages or expenses arising from Indemnitees' sole negligence or willful acts. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, and the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of LMLP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to LMLP the appropriate form of dismissal relieving LMLP from any liability for the action or claim involved.

10.3 The insurance obligations required in this Agreement are in addition to and shall in no way limit or circumscribe Consultant's obligations to defend, indemnify, and hold harmless the Indemnitees. LMLP cannot indemnify Consultant for any costs or liability for any lawsuit or any discrimination complaint against consultant or their staff.

10.4 LMLP does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by LMLP, or the deposit with LMLP, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

The defense, indemnity, and hold harmless obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE**

Without limiting or diminishing the Consultant's obligation to defense, indemnify, or hold LMLP harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following forms of insurance coverage, during the term of this Agreement. On or before the commencement of the terms and within 30 days of renewal of this Agreement, Consultant shall furnish LMLP with certificates of insurance and policy endorsements showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Appendix C.

WAIVER OF SUBROGATION:

Consultant hereby grants to LMLP a waiver of any right to subrogation which any insurer of said Consultant may acquire against LMLP by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether LMLP has received a waiver of subrogation endorsement from the Insurer.

FAILURE TO SECURE:

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, LMLP shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date the premiums have not been paid/ date that insurance expired written notice is received that the premiums have not been paid.

SUFFICIENCY OF INSURANCE:

The insurance limits required by LMLP are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the additional insured entities listed in the Additional Insured Status provision of Exhibit C are additional insured on insurance required from subcontractors.

Consultant agrees to notify LMLP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within 3 business days.

12. **CONFLICT OF INTEREST**

No employee, agent, contractor, officer or official of LMLP who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents, and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform LMLP of all Consultant's interests, if any, which are or may be perceived as incompatible with the LMLP's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to LMLP employees.

In order to carry out the purposes of this section, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

13. **PROHIBITION AGAINST ASSIGNMENTS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of LMLP. Any attempt to do so without said consent shall be null and void, and any assignee, sub-lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by

Consultant from LMLP under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to LMLP by Consultant.

14. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from LMLP is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

15. **PERMITS AND LICENSES**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to LMLP, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS**

Each and every report, draft, work product, map, record, and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of LMLP. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to LMLP the copyright to Reports created pursuant to this Agreement. Any report, information and data acquired or required by this Agreement shall become the property of LMLP, and all publication rights are reserved to LMLP.

All Reports prepared by Consultant may be used by LMLP in execution or implementation of:

- Technical Audits and Asset Inventory
- Managed Anti-Virus and Security
- Scheduled Machine Remote Maintenance

Consultant shall, at such time and in such form as AHA may require, furnish reports

concerning the status of services required under this Agreement sufficient to meet each funding and reporting source. No report, information, nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by LMLP.

17. **RECORDS**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AHA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5), unless a longer period is required by a funder. Documents and records shall be retained for a period of at least five (5) years after the expiration of the term of this agreement or the last date of services whichever is later.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, and addressed as hereinafter provided.

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

Lakehurst and Mosely L.P
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, President

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

Techordia, LLC
809 Laurel St. #111
San Carlos, CA 94070
Attention: Wilson Lee, Owner
support@techorida.com
(877) 925-4785

19. **NO SMOKING, DRINKING OR RADIO USE**

Consultant agrees and acknowledges that smoking (including vaping), drinking alcoholic beverages, and listening to radios is prohibited at any LMLP site, including individual units, common areas, and every building, and adjoining grounds. Consultant shall ensure that their employees and suppliers comply with these prohibitions at all times.

20. **TERMINATION**

AHA may, by written notice to consultant, terminate this agreement at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for AHA's convenience or because of Consultant's failure to perform its duties and obligations under this agreement including, but not limited to, the failure of consultant to timely perform services pursuant to this agreement, including, but not limited to the scope of service attached as Exhibit A.

Upon termination, consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by consultant in performance of services, whether completed or in progress.

If the termination is to be for the convenience of AHA, then AHA shall compensate consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by consultant prior to the date of termination, no later than 30 days after the date of termination. This agreement shall terminate on the date of the written Notice of Termination delivered to consultant.

In the event consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, consultant shall be deemed in default in the performance of this agreement. If such default is not cured within a period of two (2) days after receipt by consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the agreement forthwith by giving to the consultant written notice thereof. If the termination is due to the failure of consultant to fulfill its obligations under this agreement, consultant shall be compensated for those services which have been completed in accordance with this agreement and accepted by the AHA. In such case, AHA may take over the work and procedure the same to completion by contract or otherwise. Further, consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated consultant under this agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with consultant to determine what steps, if any, consultant can take to adequately fulfill its requirements under this agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on consultant and shall be

performed as part of this agreement. Termination of this agreement for cause may be considered by AHA in determining whether to enter into future agreements with consultant.

Notwithstanding any of the provisions of this agreement, consultant's rights under this agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this agreement by consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the agreement is terminated pursuant this paragraph. In such event, consultant shall not be entitled to any further compensation under this agreement.

The rights and remedies of the parties provided in this paragraph are in addition to any other rights and remedies provided by law, equity or under this agreement.

21. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, natural disasters, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice and verifiable evidence of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. COMPLIANCES

Consultant shall comply with all county, state and federal laws, all City of Alameda ordinances, all regulatory requirements, and all rules and regulations enacted or issued by LMLP. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall immediately inform LMLP and consult with a legal professional.

23. GOVERNING LAW; SEVERABILITY

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. NONCONFORMING PAYMENTS

In the event Consultant receives payment under this Agreement which is later disallowed by LMLP for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to LMLP on request; or at its option LMLP may offset the amount disallowed from any payment due to Consultant.

25. NO PARTIAL DELIVERY OF SERVICES

Consultant shall not provide partial delivery of services or products unless specifically stated in the Agreement.

26. LABOR STANDARDS

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. SOCIAL MEDIA/ADVERTISEMENT

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to any information as to this Agreement and Consultant's relationship with LMLP on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media, unless preapproved by LMLP.

28. CONFIDENTIALITY

28.1. Definition. Consultant shall observe all Federal, State and LMLP regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to LMLP clients and residents and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; LMLP information or data which is not subject to public disclosure; LMLP operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. Nondisclosure and Nonuse Obligation. Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the LMLP nor have any contractual relationship with LMLP. Consultant agrees that it will not use,

disseminate, or in any way disclose any Confidential Information to any person, firm, or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to LMLP of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard MFA, password, anti-virus/malware deployment. Confidentiality forms must be signed by all staff as they will be handling confidential material and will be working closely to other management staff. Appropriate HIPAA regulations shall be followed. Consultant shall secure all equipment (e.g., laptops, desktops, phones) containing tenant data at all times and will inform LMLP immediately of any theft, loss of equipment and any unauthorized access to tenant data. Confidential client information may only be released when a fully signed release of information is obtained by the individual(s) or entity requesting the information. Reference to SOP for "Data Sharing and Privacy Policy" Consultant must hold cyber liability insurance and train staff regularly on data security. LMLP may require specific PII and cyber-awareness training to be completed unless consultant can demonstrate they have equivalent training. Sub-contractors will not have access to files or databases.

28.3. Exclusions from Nondisclosure and Nonuse Obligations. The obligations under 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

28.4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information shall remain the property of the LMLP. At LMLP's request, and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to LMLP, at LMLP's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance.

29. WAIVER

Any waiver by LMLP of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of LMLP to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing LMLP from enforcement of the terms of this Agreement.

30. **CAPTIONS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

31. **ADMINISTRATION**

The LMLP President shall administer this Agreement on behalf of LMLP and may issue all consents, approvals, directives, and agreements on behalf of LMLP called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. **GENERAL**

32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable LMLP policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of LMLP and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that LMLP may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against LMLP relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which LMLP shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives, and agents.

33. **ADDITIONAL FEDERAL REQUIREMENTS**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place available to employees and applicants for employment, notices to be provided by LMLP setting forth the provisions of this non-discriminating clause.

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to

compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall

provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or LMLP officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least three (3) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF LMLP OFFICIALS AND EMPLOYEES**

No member, official employee or consultant of LMLP shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by LMLP or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

35. **ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written

amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. **EXHIBITS**

The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule and Budget
- iii. Exhibit C – Insurance Requirements for Consultants

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

" TECHORDIA, LLC."

By: _____

Name: WILSON LEE

Title: Owner

"LMLP"

Lakehurst and Mosely LP

By: _____

ICD LAKEHURST LLC,
a California Limited Liability Company,
Its Managing General Partner

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

By: _____

Name: Vanessa Cooper

Title: President

EXHIBIT A **SCOPE OF SERVICES**

Consultant Services for third-party security camera systems

At the request of AHA, the Contractor will provide consultant services during the procurement and set up of third-party camera systems at new and existing facilities, as well as the composition and locations of camera system provided by the third-party vendor to provide the best visual coverage possible and ensure appropriate access for designated AHA employees.

The Contractor is not liable for any loss, damage, or injury resulting from the placement of the third-party cameras or the composition of the camera system. The Contractor is also not liable for the use or misuse of camera footage and does not guarantee the accuracy, completeness, or reliability of the camera footage. Additionally, the Contractor is not responsible for the management of the surveillance systems that are managed by another third-party vendor.

1. Review and advise on new camera systems:

- Provide information to inform solicitations related to camera system requirements based on best practices including capacity, resolution, installation requirements, and additional information as requested.
- Provide review of the technical aspects and approach of proposals for new camera systems.
- Provide feedback on the third-party plan for full system design and installation, which would include planning, installing, and configuring an entirely new surveillance system, including cameras, NVR/DVR, and network infrastructure.
- Provide feedback and advice on cabling and infrastructure setup: Running new network cables by a third-party contractor.
- Provide feedback and advisement on the mounting and hardware installation, which includes the physical installation of camera mounts, brackets, and equipment housing, especially in difficult-to-access or outdoor locations.
- Advise on backup solutions and redundancies that may be desirable.

Additional Consultant Services

- Vendor Coordination
- Issue Resolution
- Communication Management
- Change Management and Scope Tracking
- Technical Guidance and Approval

These consultant services will be charged at the time and material hourly rate as indicated in Exhibit B.

North Housing Development Sites Network Management Services

The Contractor will provide network management services that would include enhanced security and threat protection, consistent updates and maintenance, optimized network performance, cost-effective scalable management, regulatory compliance and risk mitigation.

The Contractor will provide the following managed network services:

- Proactive network maintenance
- Regular updates and patch management
- Centralized configuration and policy enforcement
- Performance optimization and troubleshooting
- Comprehensive reporting and compliance support
- Onsite and remote technical support as needed
- Specific management and support for surveillance, Door King, and the Nextiva VoIP system have been included in the following section.

Surveillance management and support:

Equipment

- Equipment includes cameras and the NVR.
- 24/7 on-call support for down equipment

Site & Vendor Coordination

- Liaison between AHA and ECAM / Stealth Monitoring
- End user report on all devices
- Account management and access
- Request for movement of focus area.

Additional Support

- Management of all warranty type returns.
- Special request to download and sharing of data when requested

Door King management and support:

Site & Vendor Coordination

- Act as the site liaison for all DoorKing-related activities, working closely with client representatives and DKS support for escalations, advanced troubleshooting, or manufacturer warranty matters.
- Oversee site changes including migration from on-premise to cloud management, validating and executing project timelines and communicating impacts to stakeholders.

- Schedule and coordinate site visits or remote sessions for vendor upgrades, compliance reviews, and equipment adjustments.

Helpdesk & Technical Support

- Escalate advanced technical issues to DoorKing support and manage end-to-end resolution, including status updates to site stakeholders

Nextiva VoIP management and support:

User Administration & Onboarding

- Creation, modification, and removal of user accounts and extensions within the Nextiva platform.
- Initial setup and onboarding of new employees, including assigning phone numbers, voicemail boxes, permissions, and device provisioning.

System Configuration & Change Management

- Configuration and updates of auto-attendants, call routing, hunt groups, and business hour rules.
- Implementation of call flows, voicemail-to-email, forward-to-mobile, and other features as required.
- Management and changes to call queue settings and ring groups based on business needs.

Support & Troubleshooting

- Tier-1 and Tier-2 helpdesk support for end user issues (e.g., login problems, no dial tone, dropped calls).
- Troubleshooting VoIP hardware like desk phones, softphones, or conference endpoints.
- Coordination with Nextiva support for advanced troubleshooting and escalation.

Monitoring & Performance Management

- Monitor system health, call quality metrics, outage alerts, and endpoint status.
- Proactive identification and mitigation of common VoIP issues such as jitter, latency, or packet loss.

Security & Compliance

- Management of user permissions and access levels in the VoIP admin portal.
- Advise on and implement call retention, encryption options, and compliance features relevant to business policies.

Reporting & Documentation

- Provide monthly usage, performance, and incident reporting as required.
- Maintain up-to-date system documentation, including extension lists, support procedures, and network diagrams relevant to VoIP infrastructure.

Vendor Liaison & Account Management

- Act as point of contact for all interactions with Nextiva, including feature requests, billing support, or service escalations.

- Assist with hardware procurement and warranty support for VoIP handsets and related devices.

DRAFT

EXHIBIT B
FEE SCHEDULE AND BUDGET

| Management and Support Tasks | Monthly Fee |
|------------------------------|-------------|
| Surveillance | \$375.00 |
| Nextiva VoIP | \$150.00 |
| Door King | \$150.00 |
| Monthly Total | \$675.00 |

Billable work can include:

- Discovery and development of project estimates.
- Time to specify parts not purchased through us.
- Meetings, planning, and equipment relocation, deinstallation and installation for office relocation.
- Labor for projects not included as part of “Managed Services.”
- Upgrades to IT infrastructure not related to daily server or server application maintenance or end

User Support:

- Major server software upgrades.
- Home visits and home systems.
- Travel cost over 35 miles from Techordia’s office at ½ onsite support hourly rates.

Time and Materials Hourly Rates Business Hours

Remote Support - \$150.00/hr Onsite Support - \$175.00/hr
After Hours

Remote Support - \$175.00/hr Onsite Support - \$200.00/hr Support Request
Submissions

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the Agreement, 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 residents, 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 \$1,000,000 for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the Agreement.
- **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, \$3,000,000 in the aggregate. For consultants interacting with the public or with residents, 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 Agreement 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.
- **REQUIRED Cyber Liability Insurance:** Coverage is required if the Consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses. Policy limits shall not be less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. This requirement does not apply if the Consultant will not be accessing or storing LMLP data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing LMLP information technology systems.

The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of the LMLP and the Alameda Housing Authority in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of the Lakehurst and Mosely may be endorsed onto the Consultant's Cyber Liability Policy as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the LMLP that will be in the Care, custody, or control of Consultant.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, LMLP requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits shall be available to LMLP. The insurance limits required by LMLP are not represented as being sufficient to protect the Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:** Lakehurst and Mosely, L.P., 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, ICD Lakehurst LLC, and Wincopin Circle LLLP, and its successors, assigns and transferees LP, the Banc of America Housing Funds XVII Limited Partnership, LLLP 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 or 20 26 and CG 20 37 dated 04 13 or newer; or through the addition of both CG 20 38 04 13 (or newer) and CG 20 40 12 19.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects LMLP, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by LMLP, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to LMLP.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by LMLP may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or LMLP.
- **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 LMLP
- **Verification of Coverage:** Consultant shall furnish LMLP with original certificates and amendatory endorsements or copies of the applicable policy language affecting 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. LML Preserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the entities listed in the Additional Insured Status provision of this Exhibit are additional insured on insurance required from subcontractors.
- **Notification of claims:** The Proposer agrees to notify LMLP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3)

business days after their first knowledge of such claim or event.

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

DRAFT

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 18th day of SEPTEMBER, 2025 ("Effective Date"), by and between the Mabuhay and Lakehurst LP., a California Limited Partnership (hereinafter referred to as "MLLP"), and Techordia, LLC., a California corporation whose address is 887 Island Drive Suite C, Alameda, CA 94502, (hereinafter referred to as "Consultant" or "Techordia"), is made with reference to the following:

RECITALS:

A. MLLP is a Limited Partnership Corporation, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

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

C. MLLP has determined that it requires managed technical support.

D. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

E. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

MLLP and Consultant desire to enter into an agreement to provide the specialized technical managed services as discussed in more detail below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date and end on September 30, 2026, unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. SERVICES TO BE PERFORMED

2.1 Consultant shall provide the following services to MLLP, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and incorporated herein by this reference, all at the not to exceed fee stated in Section 3 below. In the event of any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and MLLP relies upon this representation. Consultant shall perform to the satisfaction of MLLP, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to MLLP that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses, certifications and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Section 3.1 Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of MLLP.

2.4 Consultant agrees to perform all services hereunder in a manner agrees that all services shall be performed by qualified and experienced (as needed) personnel who are not employed by MLLP nor have any contractual relationship with MLLP.

2.5 Acceptance by MLLP of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

3. **COMPENSATION TO CONSULTANT**

3.1 MLLP shall pay the Consultant for services performed, products provided, and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by MLLP to Consultant for the services provided herein shall not exceed \$45,000 per year (dollars), including all expenses ("Contracted Amount"). MLLP shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and MLLP shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by MLLP pursuant to Paragraph 4 below. Consultant shall invoice MLLP monthly no later than 15 of the month following for the prior month for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to the Mabuhay and Lakehurst LP by consultant. Mabuhay and Lakehurst LP staff shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to the consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by MLLP. Payment will only be made via ACH. For this Agreement, invoices must be submitted by email to the primary contact

(below) with a copy to jlayte@alamedahsg.org and Sylvia Martinez at smartinez@alamedahsg.org.

Linnet Corner
Mabuhay and Lakehurst LP.
200 Lakehurst Cir. – Leasing Office
Alameda, CA 94501

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion (hours worked); and an invoice total. Copies of monthly service reports must be attached including the number of tenants served (duplicated and unduplicated and unit numbers). Purchase of supplies should be detailed with receipts provided.

4. **ALTERATION OR CHANGES TO THE AGREEMENT**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant nor shall additional payment(s) be made by MLLP to the consultant without a written amendment to this Agreement.

Consultant understands that MLLP's Board or President, or Contracted Staff, or designee, within their delegated authority, are the only authorized MLLP representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. **INSPECTION OF SERVICES**

All performances under this Agreement shall be subject to inspection and monitoring by MLLP. Consultant shall provide adequate cooperation to MLLP representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement, including the submission of reports verifying the Consultant's compliance with the performance metrics indicated in this agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, MLLP shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to MLLP. When the services to be performed or the products to be provided are of such a nature that the difference cannot be corrected, MLLP shall have the right to require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement and/or if applicable, reduce the contract price to reflect the reduced value of the services performed or products provided. MLLP may also terminate this Agreement for default and charge to Consultant any costs incurred by MLLP because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure

proper performance under this Agreement and shall permit an MLLP representative to review the self-monitoring records and documentation and/or directly monitor, assess or evaluate Consultant's performance under this Agreement, at any time, upon reasonable notice to Consultant.

6. **TIME IS OF THE ESSENCE**

Consultant and MLLP agree that time is of the essence regarding the performance of this Agreement.

7. **INDEPENDENT CONTRACTOR**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of MLLP. It is expressly understood and agreed that the Consultant (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which MLLP's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rules or regulations and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties and Consultant shall hold MLLP harmless from any and all claims that may be made against MLLP based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of MLLP merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

MLLP and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

8. **IMMIGRATION REFORM AND CONTROL ACT (IRCA)**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold MLLP harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

9. NON-DISCRIMINATION

Consistent with MLLP's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminating in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. INDEMNIFICATION/HOLD HARMLESS

10.1 To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless MLLP, The Housing Authority of the City of Alameda and its affiliates Island City Development and Alameda Affordable Housing Corporation, and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, volunteers, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising from all acts of omissions to act of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives in any way relating to or in the rendering of services under this Agreement, including but not limited to unlawful acts, property damage, bodily injury, or death (MLLP employees included), or any other element of damage of any kind or nature whatsoever, excluding, however, such liability, claims, losses, damages or expenses arising from Indemnitees' sole negligence or willful acts. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, and the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of MLLP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to MLLP the appropriate form of dismissal relieving MLLP from any liability for the action or claim involved.

10.3 The insurance obligations required in this Agreement are in addition to and shall in no way limit or circumscribe Consultant's obligations to defend, indemnify, and hold harmless the Indemnitees. MLLP cannot indemnify Consultant for any costs or liability for any lawsuit or any discrimination complaint against consultant or their staff.

10.4 MLLP does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by MLLP, or the deposit with MLLP, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense. The defense, indemnity, and hold harmless obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. INSURANCE

Without limiting or diminishing the Consultant's obligation to defense, indemnify, or hold MLLP harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following forms of insurance coverage, during the term of this Agreement. On or before the commencement of the terms and within 30 days of renewal of this Agreement, Consultant shall furnish MLLP with certificates of insurance and policy endorsements showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Appendix C.

WAIVER OF SUBROGATION:

Consultant hereby grants to MLLP a waiver of any right to subrogation which any insurer of said Consultant may acquire against MLLP by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether MLLP has received a waiver of subrogation endorsement from the Insurer.

FAILURE TO SECURE:

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, MLLP shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date the premiums have not been paid/ date that insurance expired written notice is received that the premiums have not been paid.

SUFFICIENCY OF INSURANCE:

The insurance limits required by MLLP are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the additional insured entities listed in the Additional Insured

Status provision of Exhibit C are additional insured on insurance required from subcontractors.

Consultant agrees to notify MLLP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within 3 business days.

12. **CONFLICT OF INTEREST**

No employee, agent, contractor, officer or official of MLLP who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents, and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform MLLP of all Consultant's interests, if any, which are or may be perceived as incompatible with the MLLP's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to MLLP employees.

In order to carry out the purposes of this section, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

13. **PROHIBITION AGAINST ASSIGNMENTS**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of MLLP. Any attempt to do so without said consent shall be null and void, and any assignee, sub-lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from MLLP under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to MLLP by Consultant.

14. **SUBCONTRACTOR APPROVAL**

Unless prior written consent from MLLP is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

15. **PERMITS AND LICENSES**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to MLLP, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS**

Each and every report, draft, work product, map, record, and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of MLLP. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to MLLP the copyright to Reports created pursuant to this Agreement. Any report, information and data acquired or required by this Agreement shall become the property of MLLP, and all publication rights are reserved to MLLP.

All Reports prepared by Consultant may be used by MLLP in execution or implementation of:

- Technical Audits and Asset Inventory
- Managed Anti-Virus and Security
- Scheduled Machine Remote Maintenance

Consultant shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement sufficient to meet each funding and reporting source. No report, information, nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by MLLP.

17. **RECORDS**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AHA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5), unless a longer period is required by a funder. Documents and records shall be retained for a period of at least five (5) years after the expiration of the term of this agreement or the last date of services whichever is later.

18. **NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, and addressed as hereinafter provided.

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

Mabuhay and Lakehurst L.P
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, President

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

Techordia, LLC
809 Laurel St. #111
San Carlos, CA 94070
Attention: Wilson Lee, Owner
support@techordia.com
(877) 925-4785

19. **NO SMOKING, DRINKING OR RADIO USE**

Consultant agrees and acknowledges that smoking (including vaping), drinking alcoholic beverages, and listening to radios is prohibited at any MLLP site, including individual units, common areas, and every building, and adjoining grounds. Consultant shall ensure that their employees and suppliers comply with these prohibitions at all times.

20. **TERMINATION**

AHA may, by written notice to consultant, terminate this agreement at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for AHA's convenience or because of Consultant's failure to perform its duties and obligations under this agreement including, but not limited to, the failure of consultant to timely perform services pursuant to this agreement, including, but not limited to the scope of service attached as Exhibit A.

Upon termination, consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by consultant in performance of services, whether completed or in progress.

If the termination is to be for the convenience of AHA, then AHA shall compensate consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by consultant prior to the date of termination, no later than 30 days after the date of termination. This agreement shall terminate on the date of the written Notice of Termination delivered to consultant.

In the event consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, consultant shall be deemed in default in the performance of this agreement. If such default is not cured within a period of two (2) days after receipt by consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the agreement forthwith by giving to the consultant written notice thereof. If the termination is due to the failure of consultant to fulfill its obligations under this agreement, consultant shall be compensated for those services which have been completed in accordance with this agreement and accepted by the AHA. In such case, AHA may take over the work and procedure the same to completion by contract or otherwise. Further, consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which

AHA has compensated consultant under this agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with consultant to determine what steps, if any, consultant can take to adequately fulfill its requirements under this agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on consultant and shall be performed as part of this agreement. Termination of this agreement for cause may be considered by AHA in determining whether to enter into future agreements with consultant.

Notwithstanding any of the provisions of this agreement, consultant's rights under this agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this agreement by consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the agreement is terminated pursuant this paragraph. In such event, consultant shall not be entitled to any further compensation under this agreement.

The rights and remedies of the parties provided in this paragraph are in addition to any other rights and remedies provided by law, equity or under this agreement.

21. **FORCE MAJEURE**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, natural disasters, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice and verifiable evidence of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **COMPLIANCES**

Consultant shall comply with all county, state and federal laws, all City of Alameda ordinances, all regulatory requirements, and all rules and regulations enacted or issued by MLLP. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall immediately inform MLLP and consult with a legal professional.

23. **GOVERNING LAW; SEVERABILITY**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties

waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS**

In the event Consultant receives payment under this Agreement which is later disallowed by MLLP for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to MLLP on request; or at its option MLLP may offset the amount disallowed from any payment due to Consultant.

25. **NO PARTIAL DELIVERY OF SERVICES**

Consultant shall not provide partial delivery of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS**

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to any information as to this Agreement and Consultant's relationship with MLLP on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media, unless preapproved by MLLP.

28. **CONFIDENTIALITY**

28.1. **Definition.** Consultant shall observe all Federal, State and MLLP regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to MLLP clients and residents and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; MLLP information or data which is not subject to public disclosure; MLLP operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the

Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. Nondisclosure and Nonuse Obligation. Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the MLLP nor have any contractual relationship with MLLP. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to MLLP of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard MFA, password, anti-virus/malware deployment. Confidentiality forms must be signed by all staff as they will be handling confidential material and will be working closely to other management staff. Appropriate HIPAA regulations shall be followed. Consultant shall secure all equipment (e.g., laptops, desktops, phones) containing tenant data at all times and will inform MLLP immediately of any theft, loss of equipment and any unauthorized access to tenant data. Confidential client information may only be released when a fully signed release of information is obtained by the individual(s) or entity requesting the information. Reference to SOP for "Data Sharing and Privacy Policy" Consultant must hold cyber liability insurance and train staff regularly on data security. MLLP may require specific PII and cyber-awareness training to be completed unless consultant can demonstrate they have equivalent training. Sub-contractors will not have access to files or databases.

28.3. Exclusions from Nondisclosure and Nonuse Obligations. The obligations under 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

28.4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information shall remain the property of the MLLP. At MLLP's request, and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to MLLP, at MLLP's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance.

29. **WAIVER**

Any waiver by MLLP of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of MLLP to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing MLLP from enforcement of the terms of this Agreement.

30. **CAPTIONS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

31. **ADMINISTRATION**

The MLLP President shall administer this Agreement on behalf of MLLP and may issue all consents, approvals, directives, and agreements on behalf of MLLP called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. **GENERAL**

32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable MLLP policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of MLLP and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that MLLP may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against MLLP relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which MLLP shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives, and agents.

33. **ADDITIONAL FEDERAL REQUIREMENTS**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place available to employees and applicants for employment, notices to be provided by MLLP setting forth the provisions of this non-discriminating clause.

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or MLLP officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least three (3) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF MLLP OFFICIALS AND EMPLOYEES**

No member, official employee or consultant of MLLP shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by MLLP or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

35. **ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. **EXHIBITS**

The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule and Budget
- iii. Exhibit C – Insurance Requirements for Consultants

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

" TECHORDIA, LLC."

By: _____

Name: WILSON LEE

Title: Owner

"MLLP"

Mabuhay and Lakehurst LP

By: _____

ICD LAKEHURST LLC,
a California Limited Liability Company,
Its Managing General Partner

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

By: _____

Name: Vanessa Cooper

Title: President

EXHIBIT A **SCOPE OF SERVICES**

Consultant Services for third-party security camera systems

At the request of AHA, the Contractor will provide consultant services during the procurement and set up of third-party camera systems at new and existing facilities, as well as the composition and locations of camera system provided by the third-party vendor to provide the best visual coverage possible and ensure appropriate access for designated AHA employees.

The Contractor is not liable for any loss, damage, or injury resulting from the placement of the third-party cameras or the composition of the camera system. The Contractor is also not liable for the use or misuse of camera footage and does not guarantee the accuracy, completeness, or reliability of the camera footage. Additionally, the Contractor is not responsible for the management of the surveillance systems that are managed by another third-party vendor.

1. Review and advise on new camera systems:

- Provide information to inform solicitations related to camera system requirements based on best practices including capacity, resolution, installation requirements, and additional information as requested.
- Provide review of the technical aspects and approach of proposals for new camera systems.
- Provide feedback on the third-party plan for full system design and installation, which would include planning, installing, and configuring an entirely new surveillance system, including cameras, NVR/DVR, and network infrastructure.
- Provide feedback and advice on cabling and infrastructure setup: Running new network cables by a third-party contractor.
- Provide feedback and advisement on the mounting and hardware installation, which includes the physical installation of camera mounts, brackets, and equipment housing, especially in difficult-to-access or outdoor locations.
- Advise on backup solutions and redundancies that may be desirable.

Additional Consultant Services

- Vendor Coordination
- Issue Resolution
- Communication Management
- Change Management and Scope Tracking
- Technical Guidance and Approval

These consultant services will be charged at the time and material hourly rate as indicated in Exhibit B.

North Housing Development Sites Network Management Services

The Contractor will provide network management services that would include enhanced security and threat protection, consistent updates and maintenance, optimized network performance, cost-effective scalable management, regulatory compliance and risk mitigation.

The Contractor will provide the following managed network services:

- Proactive network maintenance
- Regular updates and patch management
- Centralized configuration and policy enforcement
- Performance optimization and troubleshooting
- Comprehensive reporting and compliance support
- Onsite and remote technical support as needed
- Specific management and support for surveillance, Door King, and the Nextiva VoIP system have been included in the following section.

Surveillance management and support:

Equipment

- Equipment includes cameras and the NVR.
- 24/7 on-call support for down equipment

Site & Vendor Coordination

- Liaison between AHA and ECAM / Stealth Monitoring
- End user report on all devices
- Account management and access
- Request for movement of focus area.

Additional Support

- Management of all warranty type returns.
- Special request to download and sharing of data when requested

Door King management and support:

Site & Vendor Coordination

- Act as the site liaison for all DoorKing-related activities, working closely with client representatives and DKS support for escalations, advanced troubleshooting, or manufacturer warranty matters.

- Oversee site changes including migration from on-premise to cloud management, validating and executing project timelines and communicating impacts to stakeholders.
- Schedule and coordinate site visits or remote sessions for vendor upgrades, compliance reviews, and equipment adjustments.

Helpdesk & Technical Support

- Escalate advanced technical issues to DoorKing support and manage end-to-end resolution, including status updates to site stakeholders

Nextiva VoIP management and support:

User Administration & Onboarding

- Creation, modification, and removal of user accounts and extensions within the Nextiva platform.
- Initial setup and onboarding of new employees, including assigning phone numbers, voicemail boxes, permissions, and device provisioning.

System Configuration & Change Management

- Configuration and updates of auto-attendants, call routing, hunt groups, and business hour rules.
- Implementation of call flows, voicemail-to-email, forward-to-mobile, and other features as required.
- Management and changes to call queue settings and ring groups based on business needs.

Support & Troubleshooting

- Tier-1 and Tier-2 helpdesk support for end user issues (e.g., login problems, no dial tone, dropped calls).
- Troubleshooting VoIP hardware like desk phones, softphones, or conference endpoints.
- Coordination with Nextiva support for advanced troubleshooting and escalation.

Monitoring & Performance Management

- Monitor system health, call quality metrics, outage alerts, and endpoint status.
- Proactive identification and mitigation of common VoIP issues such as jitter, latency, or packet loss.

Security & Compliance

- Management of user permissions and access levels in the VoIP admin portal.
- Advise on and implement call retention, encryption options, and compliance features relevant to business policies.

Reporting & Documentation

- Provide monthly usage, performance, and incident reporting as required.
- Maintain up-to-date system documentation, including extension lists, support

procedures, and network diagrams relevant to VoIP infrastructure.

Vendor Liaison & Account Management

- Act as point of contact for all interactions with Nextiva, including feature requests, billing support, or service escalations.
- Assist with hardware procurement and warranty support for VoIP handsets and related devices.

DRAFT

EXHIBIT B
FEE SCHEDULE AND BUDGET

| Management and Support Tasks | Monthly Fee |
|------------------------------|-------------|
| Surveillance | \$375.00 |
| Nextiva VoIP | \$150.00 |
| Door King | \$150.00 |
| Monthly Total | \$675.00 |

Billable work can include:

- Discovery and development of project estimates.
- Time to specify parts not purchased through us.
- Meetings, planning, and equipment relocation, deinstallation and installation for office relocation.
- Labor for projects not included as part of “Managed Services.”
- Upgrades to IT infrastructure not related to daily server or server application maintenance or end

User Support:

- Major server software upgrades.
- Home visits and home systems.
- Travel cost over 35 miles from Techordia’s office at ½ onsite support hourly rates.

Time and Materials Hourly Rates Business Hours

Remote Support - \$150.00/hr Onsite Support - \$175.00/hr

After Hours

Remote Support - \$175.00/hr Onsite Support - \$200.00/hr Support Request Submissions

DRAFT

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the Agreement, 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 residents, 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 \$1,000,000 for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the Agreement.
- **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, \$3,000,000 in the aggregate. For consultants interacting with the public or with residents, 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 Agreement 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.
- **REQUIRED Cyber Liability Insurance:** Coverage is required if the Consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses. Policy limits shall not be less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. This requirement does not apply if the Consultant will not be accessing or storing MLLP data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing MLLP information technology systems.

The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of the MLLP and the Alameda Housing Authority in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of the Mabuhay and Lakehurst may be endorsed onto the Consultant's Cyber Liability Policy as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the MLLP that will be in the Care, custody, or control of Consultant.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, MLLP requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess

of the specified minimum limits shall be available to MLLP. The insurance limits required by MLLP are not represented as being sufficient to protect the Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:** Mabuhay and Lakehurst, L.P., 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, ICD Lakehurst LLC, and Wincopin Circle LLLP, and its successors, assigns and transferees LP, the Banc of America Housing Funds XVII Limited Partnership, LLLP 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 or 20 26 and CG 20 37 dated 04 13 or newer; or through the addition of both CG 20 38 04 13 (or newer) and CG 20 40 12 19.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects MLLP, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by MLLP, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to MLLP.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by MLLP may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or MLLP.
- **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 MLLP
- **Verification of Coverage:** Consultant shall furnish MLLP with original certificates and amendatory endorsements or copies of the applicable policy language affecting 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. LML Preserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the entities listed in

the Additional Insured Status provision of this Exhibit are additional insured on insurance required from subcontractors.

- **Notification of claims:** The Proposer agrees to notify MLLP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** MLLP reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

DRAFT