



**ISLAND CITY DEVELOPMENT
AGENDA**

AGENDA **REGULAR MEETING OF ISLAND CITY DEVELOPMENT**
DATE & TIME **Wednesday, March 18, 2026 - 7:02 PM**
LOCATION

Public access to this meeting is available as follows:

To Attend In-Person -

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

PUBLIC PARTICIPATION

Join Zoom Meeting

<https://us06web.zoom.us/j/85229497654?pwd=ERF4c2daq8Agm7t8SwqaXfix0iHEve.1>

Meeting ID: 852 2949 7654

Passcode: 141405

One tap mobile

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+13462487799,,81085279933#,,,,*668579# US (Houston)

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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 rnanavati@alamedahsg.org or hainfo@alamedahsg.org prior to or during the Board of Directors meeting.
- Call and leave a message at (510) 747-4361.
- Complete a speaker card in the meeting room on the day of the meeting.

Written comments may also be submitted via US Mail to:

Island City Development

Attn: Clerk or the Board

701 Atlantic Avenue

Alameda, CA 94501

Written comments received by Island City Development prior to 12 Noon on the day of the meeting will be posted on Island City Development's website and presented at the meeting during the public comment period. Written comments received by Island City Development after 12 Noon, but prior to the meeting start time, will only be presented during the public comment period. Please mark any submission as "Public Comment"



and indicate which agenda item they relate to.

- The public comment period is limited to three minutes per speaker.

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 jpolar@alamedahsg.org. Notification 72 hours prior to the meeting will assist the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.

1. CALL TO ORDER & ROLL CALL
2. REMOTE PARTICIPATION PURSUANT TO RALPH M. BROWN ACT - (Government Code Section 54950 et seq.) ("Brown Act") : The Chair will identify whether any Directors are attending the meeting via teleconference pursuant to the Brown Act.
3. PUBLIC COMMENT (Non-Agenda)
4. Motion to Accept the Order of the Board of Directors Agenda for the March 18, 2026 meeting.
5. CONSENT CALENDAR (Action)
 - A. Approve the Minutes of the Regular ICD Board of Directors Meeting held on January 21, 2026.
 - B. Accept the Quarterly Stabilization Report for The Estuary I.
 - C. Accept the Quarterly Development Report for The Estuary II.
 - D. Accept the Quarterly Stabilization Report for Linnet Corner.
 - E. Accept the Quarterly Overview Report for the Housing Development Department.
 - F. Accept the Quarterly Report on the Property Financials for properties owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending December 31, 2025.
 - G. Approve the Quarterly Write-off, to December 31, 2025, of Uncollectible Accounts Receivable from Former Residents.
 - H. Accept the Monthly Overview Report for the Housing Development Department and Authorize the Executive Director to Negotiate with the State of California regarding Potential Funding for Estuary II (NH PSH II)
 - I. Accept a Report on Estuary I and Linnet Corner Cost Certification Draft Results
 - J. Authorize the President to Negotiate and Execute a Consultant Services Agreement between Mabuhay and Lakehurst LP (Linnet Corner) and J.H. Fitzmaurice for building upgrades with a maximum contract amount not to exceed \$80,000 to September 19, 2026, and, authorizing the



President to approve a one time six month extension to March 19, 2027, if needed.

- K. Authorize the President to Execute a Small Construction Contract between Lakehurst and Mosely LP (Estuary I) and J.H. Fitzmaurice for building upgrades with a maximum contract amount not to exceed \$208,000, to September 19, 2026, with authorization for the President to approve one six month extension to March 19, 2027, if needed.

6. NEW BUSINESS

- A. Adopt a Resolution to Adopt the Second Amended and Restated By-Laws of Island City Development

7. NON-AGENDA (Public Comment)

8. WRITTEN COMMUNICATIONS

9. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF

10. ADJOURNMENT

NOTES:

- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Richa Nanavati at (510) 747-4361 (TTY/TRS: 711) or rnanavati@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.





DRAFT UNTIL APPROVED

AGENDA **MEETING OF THE BOARD OF DIRECTORS**
TYPE **Regular**
DATE **Wednesday, January 21, 2026**
TIME **7:02 p.m.**

Counsel Gabrielle Jansen from Goldfarb and Lipman was present.

1. CALL TO ORDER AND ROLL CALL

The Board of Directors meeting was called to order at: 7:35 p.m.

Directors Vanessa Cooper, Carly Grob, and Alicia Southern were present. Quorum was established.

2. **AB2449 COMPLIANCE** - Chair will confirm that there are 2 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances...”

3. Motion to Accept the Order of the Board of Directors Agenda for the January 21, 2026 Meeting

Director Grob moved to accept the motion. Director Southern seconded the motion. Passed Unanimously.

Ayes 3
Nays 0
Abstain 0

4. PUBLIC COMMENT (Non-Agenda)

No public comment was received.

5. CONSENT CALENDAR (Action)

■ Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.



- 5-A. Approve the Minutes of the Special Board of Directors Meeting held on December 17, 2025
- 5-B. Approve the Minutes of the Annual Board of Directors Meeting held on November 19, 2025.
- 5-C. Authorize the President or Designee to negotiate and sign a second amendment with Novogradac & Company LLP for audit and tax services to increase the total compensation amount by \$150,000 for an increase to the total not to exceed amount from \$250,000 to \$400,000, with no further extensions.

Director Grob moved to accept the motion. Director Southern seconded the motion. Passed Unanimously.

Ayes 3
Nays 0
Abstain 0

6. **NEW BUSINESS**

There were no items under this section

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

There was no public comment presented at this time

8. **WRITTEN COMMUNICATIONS, (to me)**

No further written communication was presented at this time.

9. **ORAL COMMUNICATIONS, Non-Agenda (Board and Staff)**

No additional oral communications were presented at this time.

10. **ADJOURNMENT**

The Meeting was adjourned at 7:38 p.m.





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: March 18, 2026

Re: Accept the Quarterly Stabilization 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.

Estuary I is located at 500 Mosley Avenue. The project scope includes 45 new construction permanent supportive housing apartments 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. The development received a Certificate of Occupancy (COO) on August 21, 2025. The project has been fully leased as of August 31, 2025.

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

DISCUSSION

Construction

In December 2025, the Board approved a contract with the project general contractor for upgrades noted during operations that were not included in the original contract. To date, the contract has used 78% of the total contract amount (\$216,420) for work on the properties' rain gutter systems, awnings, acoustic panels, acoustic dampening and upgraded acoustic ceiling tiles in management and services offices. The work under this contract is anticipated to be completed by March 1, 2026.

Operation and Lease Up Activities

As of January 31, 2026, 100% of the forty-four apartments are leased. However, it is common for permanent supportive housing projects to experience ongoing vacancies and need for leasing due to medical, legal, financial, or other tenant issues causing turnover. Staff continues to review a few back up referrals from the County of Alameda CES for this kind of turnover. Forty of the forty-four units receive Project-Based Vouchers (PBV) funding and the Housing Assistance Program (HAP) contract is paying as expected. Staff continue with weekly all-hands meetings and task coordination during the project's transition to property operations.



LifeSTEPS continues to provide ongoing intensive case management, resident engagement, and other supportive services. LifeSTEPS receives intensive case management funding from the County of Alameda and files detailed reports on those activities. LifeSTEPS held several resident events with tenants from both properties recently to celebrate the holidays and new year.

Stabilization and Permanent Financing

Estuary I has a draft version of the cost certification under review by the investor (see related memo in this agenda). Estuary I continues forward with stabilized operations, including key milestones such as 100% of all tax credit units leased by December 15, 2025 (Met), three full months of 95% occupancy (Met) and operations at a 1.10 debt service coverage ratio (this is a ratio that compares income to expenses) by May 1, 2026 (Under review), and all financial close out documentation such as the cost certification by June 1, 2026.

The project received its 2025-2026 Welfare exemption for property taxes and will apply for the 2026-2027 exemption by the end of February. Staff will submit an equity draw for the 2nd capital contribution, followed by a draw for the 3rd capital contribution during conversion. The Placed in Service package will be drafted and submitted to the CA Tax Credit Allocation Committee (CTCAC) for acceptance in accordance with the requirements of the project's conversion anticipated in July 2026.

Warranty:

The project entered the warranty period in August 2025 and will be under warranty for twelve months. During this time, all warranty items have been minor and expediently resolved by the general contractor. Warranty issues are performed at no cost to the property.

In December, staff released the performance bond on file with the City in regard to the offsite work for Mabuhay. A warranty bond is now on file with the City for next year and will be released in Fall 2026. The offsite portions of North Housing Block A also had an East Bay Municipal Utility District (EBMUD) performance bond in regard to the water main extensions. A sign-off walk was conducted on December 31, 2025, and a punch list was delivered to staff with minor corrections that are being addressed by the general contractor. Once these items are completed and reviewed by EBMUD, the bond will be released.

Awards/Recognitions

The property is a Green Point Rating (GPR) Platinum building, one of the first in the AHA/AAHC portfolio to receive this rating. This award is the highest of four certification tiers under the CA Green Point Rated system. This means the building has met the most rigorous standards for energy efficiency, water conservation, indoor air quality, and sustainable materials used by going beyond the minimum standards of green building codes.

Staff is preparing nominations for regional and national awards for Estuary I and Linnet Corner.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. The construction was completed one month early and under budget. Operations and lease up activities are currently meeting project milestones.



CEQA

Not Applicable.

RECOMMENDATION

Accept the Quarterly Stabilization Report for The Estuary I.

ATTACHMENTS

None

Respectfully submitted,



Jocelyn Layte, Associate Project Manager



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: March 18, 2026

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

BACKGROUND

Estuary II is the third development in North Housing Block A at the former Alameda Naval Air Station (NAS). 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.

Estuary II was designed and planned as a condominium project to Estuary I (now in operation) for vertical construction on vacant land. The building permit is ready to be issued upon payment of the building permit fees.

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

DISCUSSION

Estuary II continues to need its final tax credits and/or bonds which are the final and largest financing pieces. The development has been applying for this funding for the past two years. Recent updates include:

In late 2025, staff received notice that the Federal Home Loan Bank of San Francisco (FHLB) would cancel its conditional award to Estuary because of the inability to meet the original development timeline. FHLB staff encouraged the development to re-apply and assured AHA that other projects were experiencing similar cancellations.

Also in late 2025, staff decided not to apply for Measure W funding from the County of Alameda amid concerns that the guidelines were very complex and may be difficult to implement. Also, the funding required construction start within 12 months and staff does not believe this is possible in the current environment for vouchers needed for permanent supportive housing.

In January 2026, AHA received notice that the State of California Housing and Community Development department (HCD) would be willing to extend its commitment of National Housing Trust Funds (almost \$10 million dollars in soft funding) for one more year. Staff is



working with HCD to update the Standard Agreement to accept this extension.

Staff has developed a calendar of potential applications that it has shared with its community partners, attached.

FISCAL IMPACT

The total pre-development loan from AAHC/AHA available for the Estuary II project is \$3,750,000. Funds are disbursed to ICD on an as-needed basis. Of this amount, 95% has been spent on the on and offsite improvements and other related costs. Please refer to the attached chart summarizing expenses through January 30, 2026.

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Development Report for The Estuary II.

ATTACHMENTS

1. Predevelopment Expenses Chart Through January 30, 2026
2. 2026 Application Notice_Estuary II

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Predevelopment Expenses Chart Through January 30, 2026

The Estuary II	Uses	Sources
Predevelopment loan (AAHTF)-Estuary II		\$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)	3,575,838	
Predevelopment Loan Funds Remaining	\$174,162	

January 26, 2026

Sent by Email

Alameda Point Collaborative (Andrea Urton, Doug Biggs)
Building Futures (Liz Varela)

Re: 2026 Application Cycle for Estuary II, 46 unit PSH development

The Housing Authority will complete lease up and stabilization activities for the newly constructed Estuary I (Lakehurst and Mosely LP) and Linnet Corner (Mabuhay and Lakehurst LP) properties in 2026. Lease up is complete at Estuary I and over 95% at Linnet Corner. Conversion to permanent financing for both properties is expected by September 2026. The shovel-ready Estuary II site for 46 apartments will continue to seek financing, subject to the availability of federal vouchers required for supportive housing units. *HUD has not confirmed its 2026 budget yet, so tax credit applications for early 2026 may be impacted.* It is hoped that Estuary II can begin construction in 2027 or later.

The Housing Authority and Island City Development would like to share the likely application cycle for this development, in response to the 2021 Term Sheet. We commit to updating this schedule if any new funding sources are available and added. We respectfully request your list of likely applications for 2026. Please contact Sylvia Martinez at smartinez@alamedahsq.org or 510-747-4343 if you have any questions.

	2026 APPLICATION CYCLE		
	App due	Type	App Award
City HOME/CDBG/PLHA	Feb 20, 2026	Soft funding	June 2026
CDLAC 4% and tax-exempt bonds (unlikely)	Feb 3, 2026	4% tax credits	May 12, 2026
AHP	March 3, 2026	Soft Funding	June 2026
Alameda Prohousing Incentive	March 2026	Soft Funding	April-May 2026
CTCAC 9% (may apply, currently unknown)	April 7, 2026	9% Tax Credits	June 22, 2026
CDLAC 4% and tax exempt bonds (unlikely)	May 19, 2026	4% Tax Credits	August 18, 2026
CTCAC 9% (likely)	July 21, 2026	9% tax credits	October 6, 2026
CDLAC 4% and tax exempt bonds (unlikely)	Sept 8, 2026	4% tax credits	December 9, 2026





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: March 18, 2026

Re: Accept the Quarterly Stabilization Report for Linnet Corner.

BACKGROUND

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

Linnet Corner is located at 2000 Lakehurst Circle, Alameda, CA 94501. The project is the new construction of a single, four (4) story residential building, with sixty-four units. There are forty studio units and twenty-three one-bedroom units targeting seniors and veteran seniors aged sixty-two and over and a two-bedroom manager’s unit. Affordability levels range between 30% and 40% of the Area Median Income (AMI). Sixteen units serve formerly homeless senior veterans.

Amenities include a community room, onsite property management and service provider offices, parking, laundry room, a resident garden, and a roof terrace. Linnet Corner achieved a certificate of occupancy to close construction on September 4, 2025. The project expects to reach 100% lease up in February 2026.

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

DISCUSSION

Construction

In December 2025, the Board approved a contract with the project general contractor for upgrades of the property. To date, the contract has used 55% of the total contract amount (\$105,626) for work on the properties’ rain gutter systems, awnings, acoustic upgraded ceiling tiles in management and services offices, and landscaping. The work under this contract is anticipated to be completed by March 1, 2026.

Operation and Lease-Up Activities:

Residential move-ins began the first week of September 2025 and expects to be fully leased in February 2026. The files are also nearly complete with their internal and investor compliance reviews. Forty of the sixty-four units receive Project-Based Vouchers (PBV) and



the Housing Assistance Program (HAP) contract is paying as expected. Staff continue with weekly all-hands meetings and task coordination during the project's transition to project operations.

LifeSTEPS manages intensive case management, resident engagement and other supportive services. LifeSTEPS receives intensive case management funding from the County of Alameda and files detailed reports on those activities. LifeSTEPS held several resident events with tenants from both properties recently to celebrate the holidays and new year.

Stabilization and Permanent Financing

Next steps for Linnet Corner include stabilizing operations while achieving key milestones for the project. These milestones include 100% of all tax credit units leased by February 28, 2026 (on schedule to meet), three full months of 95% occupancy, operations at a 1.10 debt service coverage ratio (this is a ratio that compares income to expenses) by May 1, 2026, and all financial close out documentation such as the cost certification by September 1, 2026. A draft cost certification is being prepared by the CPA firm, Novogradac.

The project received its 2025-2026 Welfare exemption for property taxes and will apply for the 2026-2027 exemption by the end of February. Staff will submit an equity draw for the remaining 2nd capital contribution funds followed by a draw for the 3rd capital contributions, then pivot to preparing for conversion in June 2026. The Placed in Service (PIS) package is being drafted for submission to the CA Tax Credit Allocation Committee and CA Dept. of Housing and Community Development in accordance with conversion requirements later this year.

Warranty:

The project entered the warranty period in September 2025 and will be under warranty for 12 months. During this time, all warranty items have been minor and expediently resolved by the general contractor.

In December, staff released the performance bond on file with the City in regard to the offsite work for Mabuhay. A warranty bond is now on file with the city and will be released in Fall 2026. The offsite portions of North Housing Block A also had an East Bay Municipal Utility District (EBMUD) performance bond in regard to the water main extensions. A sign-off walk was conducted on December 31, 2025, and a punch list was generated containing minor corrections that are being addressed by the General Contractor. Once these items are completed and reviewed by EBMUD, the bond will be released.

Awards/Recognitions

The property is a Green Point Rating Platinum building, the first in the AHA/AAHC portfolio to receive this rating. This award is the highest of four certification tiers under the CA Green Point Rated system. This means the building has met the most rigorous standards for energy efficiency, water conservation, indoor air quality, and sustainable materials used by going beyond the minimum standards of green building codes.

Staff is preparing nominations for both Linnet Corner and Estuary I for regional and national awards this year.

Note: The December 2025 Agenda for Island City Development had a typographical error in



the description of Item 5C - Authorize the President to Negotiate and Execute a Sixth Amendment to the Consultant Services Contract between Gubb and Barshay and Mabuhay and Lakehurst LP (Linnet Corner) for ongoing environmental legal services with Nixon Peabody LLP increasing the maximum not to exceed Contract Amount by \$3,333.33 for a new not to exceed contract amount of \$198,365.67 for the total term, including extensions. The correct increase to the contract is \$3,333.33. The memorandum and draft contract had the correct amount, only the action was in error.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. 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 reduction, but the overall budget currently balances with project sources.

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Stabilization Report for Linnet Corner.

ATTACHMENTS

None

Respectfully submitted,



Jocelyn Layte, Associate Project Manager



ISLAND CITY DEVELOPMENT

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

ITEM 5.E

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: March 18, 2026

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.

DISCUSSION

Island City Development

Currently, the Housing Authority of the City of Alameda (AHA) has a non-active 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 signed option agreements for future ground leases for ICD pipeline projects (Estuary II & The Poplar). The loan balance and project details are discussed in the project-specific Board reports.

Affordable Housing Project Pipeline

The Housing Authority will complete lease up and stabilization activities for the newly constructed Estuary I (Lakehurst and Mosely LP) and Linnet Corner (Mabuhay and Lakehurst LP) properties in 2026. Lease up is complete at Estuary I and over 95% at Linnet Corner. Conversion to permanent financing for both properties is expected by September 2026. The shovel-ready Estuary II site for 46 apartments will continue to seek financing, subject to the availability of federal vouchers required for supportive housing units. HUD has not confirmed its 2026 budget yet, so tax credit applications for early 2026 may be impacted. It is hoped that Estuary II can begin construction in 2027 or later.

From a forward planning perspective, the Housing Authority will continue the entitlement process for The Poplar, located at 2615 Eagle in Alameda, in the hope that this family development can be ready to apply for financing opportunities starting in 2027. In addition, the Housing Authority hopes to begin the remaining infrastructure of the North Housing Master Plan, to pave the way for the anticipated four hundred+ additional homes at that site.

The Housing Development department is also focused on preserving and upgrading its portfolio of older affordable homes in Alameda in 2026. A second construction project



manager has been hired to help support this work to maintain existing apartments. The Parrot Village and Eagle Village properties will be refinanced in 2026 upon loan maturity.

- **North Housing Master Plan** – AHA has completed offsite work to support Block A of the North Housing Master Plan and is awaiting the warranty periods for East Bay Municipal Utility District and the City of Alameda. Staff is also working on the shared maintenance agreement for the private street at Lakehurst Circle, which continues to be owned by AHA but is maintained by the developments that use it including Estuary I, Linnet Circle, and the neighboring Admiral Cove development.
- **Feasibility Studies** – None at present.

New Funding Opportunities

AHA accepted a match to the Local Housing Trust Fund for renovations at Independence Plaza in December 2025 in the amount of \$359,475. The Alameda Affordable Trust Fund (AATF), operated by the Alameda Affordable Housing Corporation (AAHC) will need to provide a 3:1 match to utilize these funds. The funds must be encumbered by December 2030 and requested by March 31, 2034, at the latest.

Construction in Progress

A separate report to the Board tracks the many different activities that are underway to improve the portfolio. Housing Development and Property Management staff are currently working on the priorities for the Fiscal Year 2025 to 2026 budget cycle, as well as developing the budget for 2026-2027.

Community Relations

Staff publishes a periodic pipeline newsletter to communicate with interested parties, most recently in November 2025.

Staffing

The HD department has filled the Construction Project Manager position to assist with portfolio repairs and upgrades. Staff recently issued a 2024-25 success poster regarding its work over the last two years.

FISCAL IMPACT

Not applicable.

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Overview Report for the Housing Development Department.

ATTACHMENTS

1. HD success poster 2024 -2025

Respectfully submitted,





Sylvia Martinez, Director of Housing Development



DOERS GET IT DONE!

Achievements of the Housing Development Department in 2024 & 2025

Financing

- Faircloth to RAD - transaction that preserved 120 units for low income seniors
- 2 construction closings totaling over \$100M
- 8+ finance applications submitted
- \$500K award from ECRG for The Poplar
- \$200K award from Home Depot Foundation for Linnet Corner
- 3 new financing sources
- 40+ loan draw requests for NH completed



Development

- 1 North Housing (NH) Phase A Construction Start Celebration
- Estuary I, Linnet, and Offsite construction start
- Estuary I, Linnet, and Offsite construction completion early & underbudget of 109 new construction apartments and the first 100% PSH new construction building in Alameda.
- 29 Metric Tons of soil off hauled
- 1 Grand Opening for Estuary I & Linnet
- Estuary I & Linnet, leasing started
- The Poplar environmental assessment, site clean up, and community outreach sessions began
- New public street, Mabuway St, built with NH infrastructure



Administrative

- 2 escrow closings occurred in 2024
- Staff written awards received national recognition
- 3 trainings on labor & wage reporting, soil disposition, & LIHTC compliance
- Hosted summer brown bag sessions on development & Affordable housing 101
- 1 full time summer intern & 4 part time interns during North Housing (NH) lease up.
- Annual department retreat focused on rehab, team building, & debriefing lessons learned from projects
- 22 solicitations and procurements completed
- Department moto "Adapt, Improvise, Overcome"



Team Building

- 1 Housing Development Specialist hired
- 1 Construction Project Manager hired
- 3 housing conferences across the state
- BI weekly meetings with icebreaker activities
- 5 celebratory boba walks were enjoyed
- Unlimited laughs had together over the years



Construction In Progress

- Over \$3M spent in 2025
- 14 projects completed
- 5 projects in process
- Projects covered: ADA, siding & balcony repairs, compliance monitoring, guardrail updates, painting, sewer laterals, concrete repairs, etc.



Future Goals

- The Poplar demo & development
- NH PSH II - funding & construction
- NH 9 Acre development design
- Continued rehab work across the portfolio

2026



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Nancy Gerardin, Director of Property Operations

Date: March 18, 2026

Re: Accept the Quarterly Report on the Property Financials for properties owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending December 31, 2025.

BACKGROUND

Below is a summary analysis of cash flow, debt service coverage ratio, vacancy rate, and operating expenses for the wholly owned assets managed by FPI Management. The below represents the 799 units owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the quarter ending December 31, 2025.

DISCUSSION

Across the portfolio, all properties generated positive cash flow, and the portfolio-wide vacancy rate (not including the Estuary and Linnet) was 6.6% and the average Operating Expense (per unit per year) is \$10,116. Estuary I and Linnet Corner are in the lease-up and stabilization year with less than a full-year of stabilized data. Both lease-up properties, however, have positive operating cash flow.

	IP	ABD	LJC	PG	PV	Rose
Operating Cash Flow	3,409,389	943,967	338,329	113,116	1,012,061	621,017
Vacancy	6.7%	1.6%	2.5%	5.6%	13.6%	5.9%
Oper Exp (PUPY)	6,557	10,225	13,140	14,036	13,574	11,428
Debt Coverage Ratio	<i>No Debt</i>	<i>No Debt</i>	4.80	<i>No Debt</i>	8.82	2.46
	EC	AHA SS	AAHC	CC	Esp	Eagle
Operating Cash Flow	130,499	436,359	458,106	301,428	2,547,043	675,706
Vacancy	8.2%	8.4%	0.1%	14.9%	5.9%	6.9%
Oper Exp (PUPY)	13,968	9,434	11,231	10,434	11,441	9,655
Debt Coverage Ratio	1.74	<i>No Debt</i>	<i>No Debt</i>	<i>No Debt</i>	4.92	8.21

The key performance indicators (KPIs) used in this analysis include:

- Operating Cash Flow, which includes payment of debt service interest, does not include the financial impact of any capital activity (repairs eligible for replacement reserve reimbursement) and does not include any reserve reimbursement that has occurred.
- Debt Coverage Ratio is NOI divided by hard debt.



- Vacancy Rate, calculated as Vacancy Loss (in dollars) as a proportion of Gross Potential Rent (GPR). Vacancy was significantly impacted during this period due to the delay with access to the referrals from the Wait List.
- Operating Expenses are routine expenses and do not include mortgage payments, reserve deposits or depreciation. These are presented on a Per Unit Per Year basis.

FISCAL IMPACT

No fiscal impact.

CEQA

N/A

RECOMMENDATION

Accept the Quarterly Report on the Property Financials for properties owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending December 31, 2025.

ATTACHMENTS

None

Respectfully submitted,



Nancy Gerardin, Director of Property Operations





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Nancy Gerardin, Director of Property Operations

Date: March 18, 2026

Re: Approve the Quarterly Write-off, to December 31, 2025, of Uncollectible Accounts Receivable from Former Residents.

BACKGROUND

Periodically, the Housing Authority of the City of Alameda (AHA) or its affiliates, Alameda Affordable Housing Corporation (AAHC) and Island City Development (ICD), write-off uncollectible rent and miscellaneous charges from its resident ledgers. The term "write-off" indicates a procedure where past-due amounts from residents who are no longer residents in an AHA, AAHC, or ICD community, are removed from the resident ledgers after the usual means of collection have been exhausted. This procedure does not preclude the AHA, AAHC, or ICD from continuing to pursue collection through a collection agency or other legal actions. Future collection of amounts previously written-off will reduce these expenses.

DISCUSSION

This request is to write-off accounts receivable for residents who have voluntarily vacated, passed, or were evicted and had outstanding balances due to AHA, AAHC, and ICD. A final notice will be sent to the respective resident(s) before the outstanding balance is written off. The total amount to be written off is \$40,828.10 and presented in the attachment to this memorandum. This amount is a combination of past rents due, late fees, damages, and miscellaneous maintenance charges.

FISCAL IMPACT

This resident account write-off will result in an expense to the Alameda Affordable Housing Corporation of \$40,312.10 and ICD of \$516.00.

CEQA

N/A

RECOMMENDATION

Approve the Quarterly Write-off to December 31, 2025, of Uncollectible Accounts Receivable from Former Residents.

ATTACHMENTS

1. BOC Attachment Item 11.O Q4 2025 Write Off 02.18.2026



Respectfully submitted,



Nancy Gerardin, Director of Property Operations



Legal Entity	Property Name	Reason for Move Out	Move Out Date	Amount of Bad Debt per reconciliation
AAHC	Independence Plaza	Death	11.1.2025	\$1,986.00
AAHC	Parrot Village	Eviction	10.6.2025	\$18,322.15
AAHC	Parrot Village	Moved out of area	11.17.2025	\$3,964.60
AAHC	Parrot Village	Moved out of area	10.25.2025	\$376.00
AAHC	Parrot Village	Moved out of area	11.17.2025	\$3,706.60
AAHC	Anne B. Diament	Death	10.03.2025	\$1,249.00
AAHC	Anne B. Diament	Death	12.14.2025	\$10,707.75
			TOTAL AAHC	\$40,312.10
ICD	Rosefield Village	Moved out of area	11.3.2025	\$516.00
			TOTAL ICD	\$516.00
AHA	N/A			
			TOTAL AHA	\$0.00
			TOTAL	\$40,828.10

ENTITY	Q3 2025 Bad Debt	Q2 2025 Bad Debt	Q1 2025 Bad Debt	Q4 2024 Bad Debt
AAHC	\$43,777.10	\$40,862.05	\$96,012.88	\$9,149.51
ICD	\$72,783.97	\$38,802.57	\$92,364.77	\$16,872.61
AHA	\$0.00	\$8,378.72	\$13,972.00	\$35,399.00
	\$116,561.07	\$88,043.34	\$202,349.65	\$61,421.12



ISLAND CITY DEVELOPMENT

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

ITEM 5.H

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: March 18, 2026

Re: Accept the Monthly Overview Report for the Housing Development Department and Authorize the Executive Director to Negotiate with the State of California regarding Potential Funding for Estuary II (NH PSH II)

BACKGROUND

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

DISCUSSION

Housing Development (HD) staff are focused on compliance reporting, equity draws, and finalizing stabilization requirements for Linnet Corner and Estuary I. Staff applied for Estuary II to the Federal Home Loan Bank of San Francisco Affordable Housing Program (FHLBSF AHP) in March.

Island City Development

Currently, the Housing Authority of the City of Alameda (AHA) has a non-active 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). There is a pending conditional Project-Based Voucher commitment for Estuary II, for forty Project-Based Vouchers. This cannot be funded at this time due to shortfall.

Affordable Housing Project Pipeline

- Estuary I – Estuary I is completed, fully leased and in its 90 days of stabilized occupancy. Conversion is planned for July 2026. Staff is providing compliance documentation and preparing the CTCAC placed in service application.
- Linnet Corner is completed, fully leased and starting to prepare for its stabilized occupancy. Staff is providing compliance documentation and preparing a series of documents required by the State of California for its funding, which is anticipated to be delivered in September 2026.
- Estuary II – Staff has started the new 2026 application cycle. The lack of committed vouchers is an issue for this project to be able to serve its anticipated target population. There is potential for new funding from the State of California. Please see



attached memo on Potential Options for the Estuary II PSH development for the related request for authorization for the Executive Director to negotiate with the State of California Department of Housing and Community Development (HCD).

- North Housing Master Plan – No update.
- The Poplar (2615 Eagle) – Poplar continues to focus on entitlement steps and early design.

New Funding Opportunities

Housing Development, Finance and Portfolio issued an RFP for debt to refinance the mortgage at Eagle and Parrot Village. The existing mortgage matures on August 1, 2026. Staff plans to request authority to select and negotiate with a lender at the April 2026 BOC meeting.

Construction in Progress

The largest active CIP project is the complete roof replacement at Independence Plaza and the AHA offices. There has been steady progress despite weather interruptions. Other projects at IP and ABD are in design and permitting. The multi-site gas shut-off project has also begun. Staff is working on the FY 26-27 CIP activities list and budget in preparation for the annual budget cycle.

Staffing

The department has recently hired two new staff and is working with a part-time AHA former employee/retiree to catch up on key tasks. This additional capacity has allowed HD to assist with the timely preparation of the 2026-2027 Welfare Exemptions and other first quarter reporting tasks.

FISCAL IMPACT

None

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Overview Report for the Housing Development Department and Authorize the Executive Director to Negotiate with the State of California regarding Potential Funding for Estuary II (NH PSH II)

ATTACHMENTS

1. Estuary II Options Memo
2. Presentation - Housing Development and Estuary II Options

Respectfully submitted,



Sylvia Martinez, Director of Housing Development







Island City Development

701 Atlantic Avenue | Alameda, CA 94501

Memorandum

Date: March 18, 2026

To: Board of Commissioners, Housing Authority of the City of Alameda
Board of Directors, Island City Development

Re: Potential Options for the Estuary II PSH development

Estuary II is the third development in the North Housing Block A site. It is an important element of meeting the goal of creating permanent supportive housing (PSH) for the ninety formerly homeless households described in the Legally Binding Agreement (LBA) with the U.S. Navy, the City of Alameda, Alameda Point Collaborative and Building Futures. Forty-four PSH apartments have been created at Estuary I, and Linnet Corner also has sixteen additional PSH apartments that serve homeless disabled senior veterans. The Housing Authority has met the LBA's timeline to invest in infrastructure and pre-development. Between the completed buildings and Estuary II, the Housing Authority and its partners are on track to meet and exceed their obligation to the U.S. Navy.

Estuary II benefits from the completion, lease up, and operations of Estuary I. The public infrastructure for Estuary II has been completed at this point, including most of the City of Alameda's conditions for approval. The initial complicated lease up is done, and property management and services are onsite, already building a stable and supported community of residents. Only the vertical construction of the building remains, which will be a more streamlined construction project. Since the project is meant to be operated jointly with Estuary I, there will be some coordination needed to build next to occupied apartment homes. Once in operations, both projects benefit from the shared property operations and services.

Estuary II has spent over two years applying for the final tax credits needed to begin construction. It has done so in a very competitive environment, where only a few such projects in East Bay are funded every year. It has been unsuccessful due to a combination of factors: highly competitive application environment, lack of local leverage, high costs,

application complexity, and location (some state programs favor higher opportunity areas).

Staff has identified the potential options for developing this site. These options acknowledge that the site is already designed for very small units (mix of studios and one bedroom) and joint operation with Estuary I (shared lobby, management, laundry, services hub). The options also consider the challenges of the current funding environment, particularly for federal resources such as project-based vouchers, which are required for permanent supportive housing, and may be needed for other types of affordable housing as well.

OPTIONS FOR ESTUARY II		Pros	Cons
1	Continue 100% PSH program at 46 apartments	Meets/exceeds the LBA obligations	Highly competitive funding environment. Significant reliance on federal vouchers. May take years.
		Same population to operate with Estuary I	Large number of vulnerable residents in one building
2	Consider a senior project, with a small percentage of PSH	Contributes to LBA obligations. Slightly less competitive. Streamlined operations. Less reliance on vouchers. Could be quicker. Could potentially add more PSH over time.	May risk \$10 million in NHTF. Seniors also tend to need subsidy, and only a limited number of units could be at higher incomes.
3	Consider a mixed project such as seniors including homeless veterans or family	Contributes to LBA obligations. Slightly less competitive. Streamlined operations. Could happen more quickly as it needs less subsidy. Could add PSH over time.	Lease up of specialized populations, even for only 25% of the units, can be very challenging. Blend with Estuary I needs to be considered.

One of the development’s existing lenders, the State of California Department of Housing and Community Development (HCD) has recently indicated that they will extend the usage period of its almost \$10 million National Housing Trust Fund loan award. In addition, the State of California may have other opportunities to fund this project.

Staff requests that the Executive Director be authorized to negotiate with HCD regarding potential soft loans and subsidies that may be available for this shovel-ready development. HCD’s funding will almost certainly focus on extremely low-income populations (30% AMI or ELI populations) and may include PSH for some or all units. As discussed with the options above, it may be possible to add PSH units during or after the construction of the building, in cooperation with the County of Alameda, the VA, or other

PSH funders that prefer a development that is near-complete or in operations. As a reminder, loans with HCD require that the ground lease payments are set at a de minimus amount of \$1/year, and do not allow a seller-carryback loan that will receive residual receipts. This structure was approved at Linnet Corner, where HCD is providing a critical \$20 million soft loan to the project.

The additional support from HCD would mean a construction start in March to mid-2027 at the earliest. Staff will consider any new requirements for this funding, the adequacy of the funding given the target population, the current cost escalation environment, and timing to determine whether the funding is a feasible alternative. Staff will bring back information as it is available for review, and all final approvals will be made by the Board.

Accept the Monthly Overview Report for the Housing Development Department and Authorize the Executive Director to Negotiate with the State of California regarding Potential Funding for Estuary II (NH PSH II)

March 18, 2026

Sylvia Martinez

Director of Housing Development



Housing Authority
of the
City of Alameda

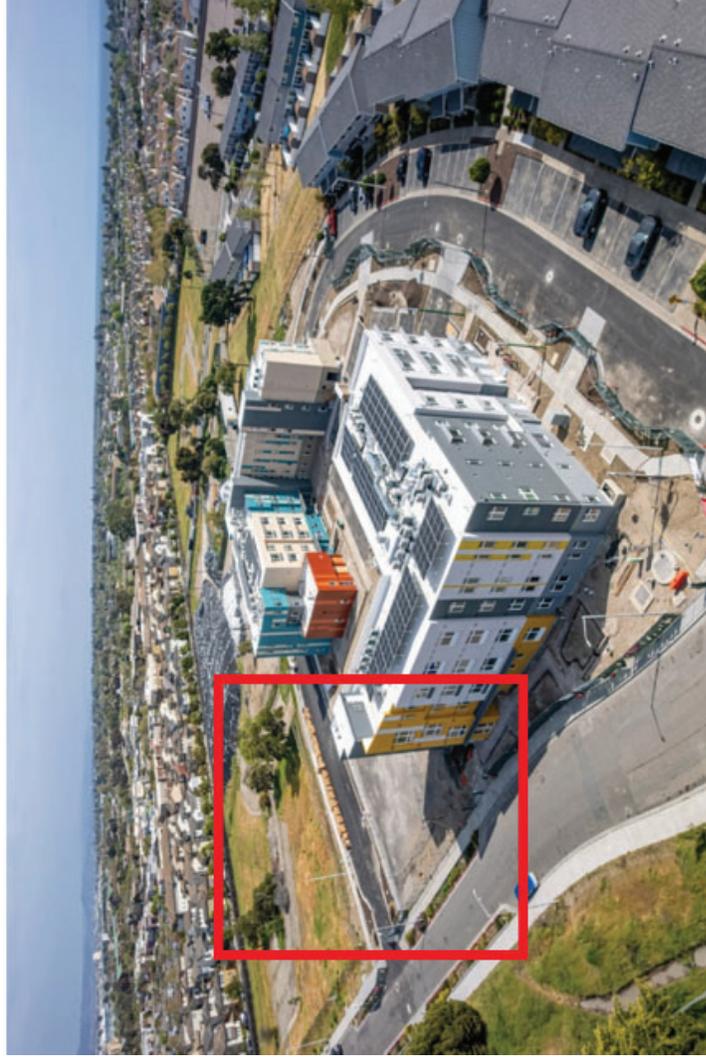


Housing Authority
of the
City of Alameda

www.alamedahsg.org

Estuary II

- 46 0b and 1b units
- Co-designed and permitted with other NH Block A properties
- All needed public infrastructure was built with first two properties
- Meant to be operated jointly with Estuary I
- Two years of applications have been unsuccessful due to highly competitive environment, lack of soft funds, etc.



Factors to Consider

- Meeting the Navy LBA obligations
- AHA cannot honor voucher award due to shortfall. Vouchers or another operating subsidy are needed to serve the formerly homeless or extremely low-income seniors.
- Some funding sources expiring and we need to re-apply
- Ongoing intense competition for tax credits
- Future cost escalation due to global supply and Buy American requirements

Potential solutions

- LBA obligations – Could be met over time by adding units during operations in partnership with the County of Alameda or VA
- Consider a mixed population – Extremely low income seniors (30% AMI, along with up to 15 PSH senior households. Cost of operations would be streamlined. ELI seniors need some operating support but not as much.
- Lack of vouchers – Identify another operating subsidy such as a capitalized reserve of money that would be used over time (a COSR of \$6-10 million, over 15 years)
- Additional funding sources improve the tiebreaker for tax credits
- Future cost escalation – Plan for the worst-case scenario.

Negotiations with HCD

- Existing ~ \$10 million in NHTF could be augmented
- Funding may be available for both capital and operating subsidies for a highly shovel ready project.
- There may be flexibility to change from a 100% PSH project to a mixed population with some PSH.
- In combination with the tax credit and bond application cycle, construction would start 1st quarter 2027 or later.

AHA Considerations

- Operations of Est I and Linnet Corner during construction. Mitigating noise, safety, and other issues.
- AHA and ICD construction and lease up guarantees
- Other important tasks and work, including the conversions of Estuary I and Linnet Corner through the fall of 2026. Some work, such as the Poplar entitlement may need to be postponed.
- Cost escalation (there are some opportunities to apply for small gap funding during construction to mitigate).

**Accept the Monthly Overview Report for the
Housing Development Department and
Authorize the Executive Director to
Negotiate with the State of California
regarding Potential Funding for Estuary II
(NH PSH II)**



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Questions or Comments?



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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: March 18, 2026

Re: Accept a Report on Estuary I and Linnet Corner Cost Certification Draft Results

BACKGROUND

The affordable developments of Estuary I and Linnet Corner are low-income housing tax credit projects. Across the two developments, the limited partner investor has committed approximately \$48 million dollars in order to utilize the credits. The costs of the project determine the amount of credits available to the investor. All costs must be audited by an independent financial auditor (Novogradac & Company LLP) and certified and reviewed by the State of California Tax Credit Allocation Committee (CTCAC) for final determination of credits.

DISCUSSION

Draft cost certification reports are attached for Estuary I and Linnet Corner. The drafts are the best estimate available at this point in time, and are subject to further review during the final first year audit and financial reconciliation. The cost certification shows all costs attributed to the project, and the total costs in eligible basis, which are used to determine the total credits allocated to each project. Estuary I completed early and under budget, and has an estimate of \$1.7 million in savings projected. Linnet Corner was also completed early and under budget, and has an estimate of \$1 million in savings projected.

Potential Uses of Estuary I Savings

At this point, staff is reviewing potential uses based on the substantial cost savings. At construction close, the project anticipated a deferred developer fee of \$467,000, payable to AHA and ICD at construction completion. Typically, the savings would first be used to eliminate this deferred developer fee obligation, allowing ICD and AHA to recoup fee more quickly as they are the highest priority. Next, the remaining approximately \$1.23 million in savings needs to be allocated. Typically, the savings would be used to pay off soft lenders. These funds would likely be repaid to soft lenders, *pari passu* (in a pro rata share based on the size of their loan). As an example, at Rosefield Village, the final savings of about the same amount were ultimately shared



with the local soft funders. The Estuary I soft lenders, in order of size, are AAHC (through the Alameda Affordable Housing Trust Fund/AAHTF), AHA and the City of Alameda.

Another potential use of the savings is to bolster the operating and replacement reserves at the property. This development serves a vulnerable population and can experience additional costs, vacancy loss, and damages. Additional operating or replacement reserves can help maintain project operations during such events. Additional reserves need to be approved by all soft lenders and the investor.

Staff will begin to discuss payoff options with the investor and lenders in the conversion process this spring. The final proposal will be brought to the Board of Commissioners and the ICD Board of Directors for review.

Potential Uses of Linnet Corner Savings

At this point, staff has just begun exploring potential uses of Linnet Corner cost savings. This project is more complex, because it utilizes 4% tax credits, which are not fixed, but will fluctuate with every dollar saved. Therefore, each reduction of eligible costs will decrease the ultimate tax credit investor's cash investment in Linnet Corner. In addition, there are regulatory restrictions on how much deferred developer fee can be paid from these savings.

At close, the project had a deferred developer fee of \$1,285,044. Typically, savings would first be used to reduce this deferred obligation, allowing ICD and AHA to recoup the deferred developer fee more quickly. However, the project's State of California funding will require that a minimum of \$800,000 remain deferred and unpaid by savings. After potentially paying deferred developer fee based on this requirement (\$1,285,044 less \$800,000), the project has approximately \$515,000 in savings remaining. It is possible to lower the total permanent mortgage anticipated on this project by this amount. This would mean additional flexibility and increased operating cash flow for the development. The current anticipated permanent mortgage is \$4,235,000 and the savings could be applied for a 12% decrease. As an example, Rosefield Village decreased its permanent loan by about 10% with its cost savings.

Similar to Estuary I, the savings could also be used to pay off soft lenders. These funds would likely be repaid to soft lenders, *pari passu* (in a pro rata share based on the size of their loan). The Linnet Corner soft lenders, in order of size, are the State of CA and AAHC (through the Alameda Affordable Housing Trust Fund/AAHTF).

Again, as with Estuary I, savings could be used to bolster the operating and replacement reserves at the property. This development serves a vulnerable population and can experience additional costs, vacancy loss, and damages. Additional operating or replacement reserves can help maintain project operations during such events. Additional reserves need to be approved by all soft lenders and the investor.

Staff will begin to discuss payoff options with the investor and lenders in the permanent

loan conversion process this spring and summer (i.e. when the construction loan is paid off and the two projects convert to their permanent financing). The final proposal will be brought to the Board of Commissioners and ICD Board of Directors for review.

FISCAL IMPACT

The Estuary I and Linnet Corner draft cost certifications show savings, a significant portion of which may ultimately return funds to ICD, AHA and AAHC, as well as other lenders. These savings will then be recycled by ICD, AHA, and AAHC to support other affordable housing mission activities or projects.

CEQA

Not applicable.

RECOMMENDATION

Accept a Report on Estuary I and Linnet Corner Cost Certification Draft Results

ATTACHMENTS

- 1. Lakehurst and Mosley (Estuary I) FCC Report - DRAFT 11.6.25
- 2. Mabuhay and Lakehurst (Linnet Corner) FCC Report - DRAFT 1.15.26

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Lakehurst and Mosley LP

California Tax Credit Allocation Committee
Final Cost Certification
with Report of Independent Auditors

July 1, 2026

DRAFT

Report of Independent Auditors

To the Partners of
Lakehurst and Mosley LP:

Opinion

We have audited the accompanying California Tax Credit Allocation Committee (“CTCAC”) Final Cost Certification (the “Cost Schedule”) of Lakehurst and Mosley LP (the “Partnership”) for North Housing PSH I (the “Project”) as of July 1, 2026.

In our opinion, the Cost Schedule referred to in the first paragraph presents fairly, in all material respects, the total project costs of \$41,399,067 and eligible basis of \$34,382,310 of the Partnership for the Project as of July 1, 2026 in accordance accounting practices prescribed by the Internal Revenue Service, under the accrual method of accounting, and the requirements of CTCAC.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Cost Schedule section of our report. We are required to be independent of the Partnership and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to the accounting practices prescribed by the Internal Revenue Service, under the accrual method of accounting, and the requirements of CTCAC, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of CTCAC. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Cost Schedule

Management is responsible for the preparation and fair presentation of the Cost Schedule in accordance with accounting practices prescribed by the Internal Revenue Service, under the accrual method of accounting, and the requirements of CTCAC. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Cost Schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Cost Schedule

Our objectives are to obtain reasonable assurance about whether the Cost Schedule as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Cost Schedule.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the Cost Schedule, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Cost Schedule.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Cost Schedule.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Partnership's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Restriction on Use

This report is intended solely for the information and use of the partners, management and for filing with CTCAC and is not intended to be and should not be used by anyone other than these specified parties.

Other Matters

For purposes of complying with the requirements of CTCAC, we confirm that:

- The designated costs contained in the Final Cost Certification are properly includable in eligible basis, as that term is defined in Internal Revenue Code Section 42, as amended, and are presented in accordance with the accounting principals referenced herein;
- We have no financial interest in this Project other than in the practice of our profession;
- We hereby acknowledge that we are familiar with Internal Revenue Service Technical Advice Memoranda 200043015, 200043016, 200043017, 200044004, 200044005, and 200227009 (the “TAMs”) and Revenue Ruling 2002-9 and IRS Private Letter Ruling 200916007. Further, we acknowledge that we have discussed the substance of these TAMs and the IRS Rulings with the management of the Partnership; and
- We have not performed any services, as defined by AICPA and SEC rules that would impair independence.

San Francisco, California
Lead Auditor: Melissa Chung
REPORT DATE

DRAFT

FINAL COST CERTIFICATION																					
Permanent Sources*																					
	TOTAL PROJECT COST	RES. COST	COMPL. COST	TAX CREDIT EQUITY	HACA SELLER LOAN	HACA CASH LOAN	AAHC DEVELOPMENT LOAN	CITY OF ALAMEDA PLUHA LOAN	CITY OF ALAMEDA HOME LOAN	CITY OF ALAMEDA AHUF LOAN	ICD CDBG LOAN	ICD STATE CREDIT CERT LOAN	DEFERRED DEVELOPER FEE	DEFERRED INTEREST ON SOFT LOANS	GP EQUITY	DEVELOPMENT IMPACT FEE WAIVER	SUBTOTAL	70% PVC for Const/Rehab	30% PVC for New Acquisition		
LAND COST/ACQUISITION																					
Land Cost or Value	\$2,061,601	\$2,061,601			\$2,061,601												\$2,061,601				
Demolition																					
Legal		\$125,176					\$125,176										\$125,176				
Land Lease Rent Prepayment																					
Total Land Cost or Value	\$2,186,777	\$2,186,777			\$2,186,777		\$2,186,777										\$2,186,777				
Exclusions																					
Other (Specify)																					
Total Acquisition Costs	\$1,277,159	\$1,277,159			\$1,277,159		\$1,277,159										\$1,277,159				
Total Land Cost / Acquisition Cost	\$3,463,936	\$3,463,936			\$3,463,936		\$3,463,936										\$3,463,936				
Predevelopment/Interest/Holding Cost		\$288,556			\$288,556												\$288,556				
Assumed, Accrued Interest on Existing Debt (Rehab/Ac)																					
Other: (Specify)																					
REHABILITATION																					
Site Work																					
Structures																					
General Requirements																					
Contractor Profit																					
Contractor Profit																					
Prevailing Wages																					
General Liability Insurance																					
Other: (Specify)																					
Total Rehabilitation Costs																					
Total Relocation Expenses																					
NEW CONSTRUCTION																					
Site Work	\$2,602,913	\$2,602,913		\$2,602,913													\$2,602,913				
Structures	\$20,779,070	\$20,779,070		\$18,951,431			\$2,227,639		\$196,774							\$20,779,070					
General Requirements	\$1,629,626	\$1,629,626					\$1,081,470	\$551,552								\$1,629,626					
Contractor Profit	\$956,107	\$956,107							\$275,926							\$956,107					
Contractor Profit										\$575,000											
Prevailing Wages																					
General Liability Insurance	\$346,045	\$346,045															\$346,045				
Other: Payment and Performance Bond	\$171,027	\$171,027														\$171,027					
Total New Construction Costs	\$26,687,066	\$26,687,066		\$21,154,344		\$5,515,822	\$3,309,109	\$5,515,822	\$472,700	\$376,000	\$694,443	\$130,290				\$26,687,066					
ARCHITECTURAL FEES																					
Design	\$658,629	\$658,629															\$658,629				
Supervision																					
Total Architectural Costs	\$658,629	\$658,629														\$658,629					
Total Survey & Engineering	\$418,013	\$418,013														\$418,013					
CONSTRUCTION INTEREST																					
Construction Loan Interest	\$1,801,010	\$1,801,010															\$1,801,010				
Construction Fee	\$253,181	\$253,181															\$253,181				
Origination Fee																					
Credit Enhancement/Application Fee																					
Bond Premium																					
Title & Recording																					
Taxes	\$76,624	\$76,624															\$76,624				
Insurance	\$392,068	\$392,068															\$392,068				
Other: Soft Loan Interest	\$853,107	\$853,107														\$853,107					
Other: (Specify)																					
Total Construction Interest & Fees	\$3,376,000	\$3,376,000										\$2,622,893		\$853,107		\$3,376,000					
PERMANENT FINANCING																					
Loan Origination Fee	\$20,000	\$20,000															\$20,000				
Credit Enhancement/Application Fee																					
Title & Recording																					
Taxes																					
Insurance																					
Lender - Addtl 3rd Party Reports & Costs	\$20,000	\$20,000															\$20,000				
Total Permanent Financing Costs	\$35,112,402	\$35,112,402		\$21,154,344		\$5,515,822	\$5,000,000	\$472,700	\$472,700	\$376,000	\$694,443	\$3,950,025		\$853,107		\$35,112,402					
Subtotals Forward	\$35,112,402	\$35,112,402		\$21,154,344		\$5,515,822	\$5,000,000	\$472,700	\$472,700	\$376,000	\$694,443	\$3,950,025		\$853,107		\$35,112,402					

see accompanying report of independent auditors

Mabuhay and Lakehurst LP

California Tax Credit Allocation Committee
Final Cost Certification
with Report of Independent Auditors

September 1, 2026

DRAFT

Report of Independent Auditors

To the Partners of
Mabuhay and Lakehurst LP:

Opinion

We have audited the accompanying California Tax Credit Allocation Committee (“CTCAC”) Final Cost Certification (the “Cost Schedule”) of Mabuhay and Lakehurst LP (the “Partnership”) for North Housing Senior Apartments (the “Project”) as of September 1, 2026.

In our opinion, the Cost Schedule referred to in the first paragraph presents fairly, in all material respects, the total project costs of \$49,946,589 and eligible basis of \$43,489,354 of the Partnership for the Project as of September 1, 2026 in accordance accounting practices prescribed by the Internal Revenue Service, under the accrual method of accounting, and the requirements of CTCAC.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Cost Schedule section of our report. We are required to be independent of the Partnership and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to the accounting practices prescribed by the Internal Revenue Service, under the accrual method of accounting, and the requirements of CTCAC, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of CTCAC. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Cost Schedule

Management is responsible for the preparation and fair presentation of the Cost Schedule in accordance with accounting practices prescribed by the Internal Revenue Service, under the accrual method of accounting, and the requirements of CTCAC. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Cost Schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Cost Schedule

Our objectives are to obtain reasonable assurance about whether the Cost Schedule as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Cost Schedule.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the Cost Schedule, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Cost Schedule.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Cost Schedule.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Partnership's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Restriction on Use

This report is intended solely for the information and use of the partners, management and for filing with CTCAC and is not intended to be and should not be used by anyone other than these specified parties.

Other Matters

For purposes of complying with the requirements of CTCAC, we confirm that:

- The designated costs contained in the Final Cost Certification are properly includable in eligible basis, as that term is defined in Internal Revenue Code Section 42, as amended, and are presented in accordance with the accounting principals referenced herein;
- We have no financial interest in this Project other than in the practice of our profession;
- We hereby acknowledge that we are familiar with Internal Revenue Service Technical Advice Memoranda 200043015, 200043016, 200043017, 200044004, 200044005, and 200227009 (the “TAMs”) and Revenue Ruling 2002-9 and IRS Private Letter Ruling 200916007. Further, we acknowledge that we have discussed the substance of these TAMs and the IRS Rulings with the management of the Partnership; and
- We have not performed any services, as defined by AICPA and SEC rules that would impair independence.

San Francisco, California
Lead Auditor: Melissa Chung
REPORT DATE

DRAFT

FINAL COST CERTIFICATION										Permanent Sources							
	TOTAL PROJECT COST	RES. COST	COMPL. COST	TAX CREDIT EQUITY	PERMANENT LOAN - CCRC	HCD - MHP LOAN	HCD - VHRP LOAN	HCD - ILG LOAN	AHP LOAN	AAHTC LOAN	DEFERRED DEVELOPER FEE	GP EQUITY			SUBTOTAL	70% PVC for Const/Rehab	30% PVC for Acquisition
LEGAL FEES																	
Lender Legal Paid by Applicant	\$154,770								\$154,770						\$154,770	\$12,718	
Other: Other Legal Fees	\$126,318								\$126,318						\$126,318	\$126,318	
Total Attorney Costs	\$281,088								\$281,088						\$281,088	\$139,034	
RESERVES																	
Rent Reserves	\$144,743								\$82,064	\$62,679					\$144,743		
Capitalized Rent Reserves																	
Retained Capitalized Repayment Reserve	\$582,000														\$582,000		
Other: HCD Proceeds Reserve	\$168,552								\$168,552						\$168,552		
Total Reserve Costs	\$895,295								\$82,064	\$803,211					\$895,295		
APPRAISAL																	
Total Appraisal Costs	\$31,947									\$31,947					\$31,947		
Total Contingency Cost																	
OTHER PROJECT COSTS																	
TCAC App/Allocation/Monitoring Fees	\$68,958									\$68,958					\$68,958		
Environmental Audit	\$148,394									\$148,394					\$148,394		
Local Development Impact Fees	\$779,181									\$779,181					\$779,181		
Permit Processing Fees	\$648,825									\$648,825					\$648,825		
Capital Fees																	
Marketing	\$371,408									\$371,408					\$371,408		
Furniture	\$218,860									\$218,860					\$218,860		
Accounting/Reimbursable	\$57,920									\$57,920					\$57,920		
Soft Cost Contingency																	
Other: Security During Construction	\$1,197									\$1,197					\$1,197		
Other: Preval, Waiver Mon. and Const. Mgmt	\$161,517									\$161,517					\$161,517		
Other: Entitlement	\$34,469									\$34,469					\$34,469		
Other: Capitalized Lease Expense	\$113,115									\$113,115					\$113,115		
Total Other Costs	\$2,603,842									\$2,603,842					\$2,603,842		
Subtotal Project Costs	\$46,946,588								\$945,000	\$3,438,000					\$46,946,588	\$40,489,354	
DEVELOPER COSTS																	
Developer Overhead/Profit	\$3,000,000														\$3,000,000		
Consultant/Processing Agent																	
Project Administration																	
Broker Fees Paid to Related Party																	
Construction Oversight																	
Other (Specify)																	
Total Developer Costs	\$3,000,000														\$3,000,000		
TOTAL PROJECT COST	\$49,946,588				\$4,235,900	\$13,474,995	\$4,857,201	\$2,293,116	\$945,000	\$3,438,000	\$949,990	\$1,000			\$49,946,588	\$43,489,354	
Note: Syndication Costs may not be included as a project cost.																	

FOR PLACED IN SERVICE APPLICATION SUBMISSIONS:

- SYNDICATION (Investor & General Partner)
- Organizational Fee
- Bridge Loan Fees/Exp.
- Legal Fees
- Consultant Fees
- Accountant Fees
- Tax Opinion
- Other

Total Syndication Costs \$151,696

CERTIFICATION OF CPA/TAX PROFESSIONAL:

As the tax professional for the above-referenced low-income housing project, I certify under penalty of perjury, that the percentage of aggregate basis financed by tax-exempt bonds is: 62.51%

Signature of Project CPA/Tax Professional

REPORT DATE

Date

Signature of Owner/General Partner

Date

Printed Name of Signatory

Title of Signatory



ISLAND CITY DEVELOPMENT

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

ITEM 5.J

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: March 18, 2026

Re: Authorize the President to Negotiate and Execute a Consultant Services Agreement between Mabuhay and Lakehurst LP (Linnet Corner) and J.H. Fitzmaurice for building upgrades with a maximum contract amount not to exceed \$80,000 to September 19, 2026, and, authorizing the President to approve a one time six month extension to March 19, 2027, if needed.

BACKGROUND

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. J.H. Fitzmaurice, Inc. (JHF) initiated construction on March 4, 2024, and received a Certificate of Occupancy (COO) on August 25, 2025. The project has been fully leased as of February 28, 2026. JHF has continued to respond to warranty items and also to implement small additional changes requested by ICD to assist in smoother operations

DISCUSSION

In October, upgrades were identified for the building which require a contractor to complete the work. Mabuhay and Lakehurst LP have requested the work be done under the General Contractor and subcontractors who originally worked on the project during construction to preserve warrant rights.

In December 2025, the Board of Directors approved the contract for work between Mabuhay and Lakehurst LP and J.H. Fitzmaurice, which terminated as of February 28, 2026. A new contract with a term date of September 19, 2026, is needed to complete the work that was unable to be finished due to long shipping times of materials. The proposed contract will cover the costs of the remaining services needed for the property to receive the upgrades identified in December. Prior to contract termination in February 2026, work on the water down spout reroutes and landscaping upgrades were completed while ordering and installation began on noise attenuation upgrades and acoustic panels.

December 2025 original contract amount	\$105,626.36
Work completed	\$25,999.46
Remaining work to be completed or billed	\$79,626.90



Proposed March 2026–September 2026 contract:	\$79,626.90
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The remaining services, which had been originally contemplated are detailed below, along with some items identified more recently.

- Noise Attenuation Upgrades: Ceiling tiles in all the management and service offices will be exchanged with tiles that have higher Noise Reduction Coefficient (NRC) and higher Sound Transmission Class (STC). These higher ratings assist in more sound absorption, reducing echoes, and sound blocking, improving privacy.

- Maintenance Room Camera: An additional camera is being installed in the maintenance room.

- Additional Services: This authority will be used for additional work that the owner requests in writing. A proposal of cost and scope of work must be submitted by the Consultant to the owner, approved and signed by ownership, and counter-signed by the Consultant prior to any initiation of work or accrued costs.

The total amount of the work stated above will not exceed \$80,000.00 and will start March 19th 2026 and expire September 19, 2026, unless extended.

FISCAL IMPACT

The contract between Mabuhay and Lakehurst LP and J.H. Fitzmaurice for building upgrades will total \$80,000.00 These funds are accounted for by savings from the construction budget.

CEQA

n/a

RECOMMENDATION

Authorize the President to Negotiate and Execute a Consultant Services Agreement between Mabuhay and Lakehurst LP (Linnet Corner) and J.H. Fitzmaurice for building upgrades with a maximum contract amount not to exceed \$80,000 to September 19, 2026, and, authorizing the President to approve a one time six month extension to March 19, 2027, if needed.

ATTACHMENTS

1. Linnet_Corner_JHF_Consultant_Services_Agreement_JHF_Signature

Respectfully submitted,



Jocelyn Layte, Associate Project Manager



CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 19th day of March, 2026 ("Effective Date"), by and between Mabuhay and Lakehurst, L.P., a California limited partnership (hereinafter referred to as "MLLP"), and J.H. Fitzmaurice, Inc. a licensed general contractor whose address is 1466 66th Street, Emeryville, CA 94608 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. MLLP is a limited partnership incorporated in the State of CA to provide affordable housing in the City of Alameda.

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 professional services for replacing the old 2x2 ceiling tiles with Armstrong Ultima 2x2, rerouting & painting the roof RWL over entrance canopy and connecting it to the existing downspout, rerouting & painting the terrace RWL on the north elevation per markups provided by HKIT, and installation of stainless-steel trellis cables at Linnet Corner courtyard.

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

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

F. MLLP and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

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

1. **TERM.**

The term of this Agreement shall commence upon execution of the agreement and end on September 19, 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 an additional six months to March 19, 2027. 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 specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and 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 and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of MLLP.

2.4 Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the 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 SEVENTY NINE THOUSAND SIX HUNDRED AND TWENTY SIX DOLLARS AND NINETY CENTS (\$79,626.90), 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 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 MLLP by Consultant. MLLP shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by MLLP. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsg.org or on the vendor portal.

Mabuhay and Lakehurst, L.P.

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Jocelyn Layte

(510) 747-4349

Email: jlayte@alamedahsg.org

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total.

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

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

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that MLLP's Board of Commissioners, Executive Director, 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 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. 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 nature that the difference cannot be corrected, MLLP shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the Contract Price to reflect the reduced value of the services performed or products provided. 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 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, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties; and Consultant shall hold 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 discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent

they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless MLLP, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (MLLP employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of 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 specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10.4 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 determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the MLLP harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense. the following insurance coverage's during the term of this Agreement. On or before the commencement of the terms of this Agreement, Consultant

shall furnish MLLP with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Appendix C.

A. **WAIVER OF SUBROGATION:**

Consultant hereby grants to 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.

B. **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 written notice is received that the premiums have not been paid.

C. **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 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.

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.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. **SUBCONTRACTOR APPROVAL.**

Unless prior written consent from 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:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other MLLP projects as appropriate.

Consultant shall, at such time and in such form as MLLP may require, furnish reports concerning the status of services required under this Agreement.

All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by MLLP

17. RECORDS.

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by MLLP 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 MLLP or its designees to such books and records at proper times; and gives MLLP the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. NOTICES.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or

on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

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

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:

Mohammed Hakimi
J.H. Fitzmaurice, Inc.
1466 66th Street,
Emeryville, CA 94608

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

Consultant agrees and acknowledges that smoking, 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 his/her employees and suppliers comply with these prohibitions.

20. **TERMINATION.**

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

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

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

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder,

Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from MLLP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, MLLP 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 MLLP. In such case, MLLP may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to MLLP for any reasonable additional costs incurred by MLLP to revise work for which MLLP has compensated Consultant under this Agreement, but which MLLP has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, MLLP 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, MLLP 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 MLLP in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by MLLP. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform MLLP and MLLP shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of

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

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by 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 or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from MLLP to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with MLLP on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

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 tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; 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 anti-virus/malware deployment.

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 with such obligations under this sentence.

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

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

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

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

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

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

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

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or 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 four (4) years after the expiration of the term of this Agreement.

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

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

34. **NONLIABILITY OF 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
- iii. Exhibit C – Insurance Requirements for Consultants

[SIGNATURES ON FOLLOWING PAGE]

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

J.H. Fitzmaurice, Inc.,
A California Corporation

MABUHAY AND LAKEHURST, L.P.,
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

DocuSigned by:
Mohammad Hakimi
14436BCCDB19442...
MONAMMED HAKIMI
CEO / President
3/10/2026

Vanessa Cooper
President of Island City Development

EXHIBIT A
SCOPE OF SERVICES

See Attached – Exhibit A Scope of Services

EXHIBIT A

SCOPE OF SERVICES

North Housing Block A, Linnet Corner
Acoustic Ceiling Tile Replacement, RWL Reroute, and Trellis Cables
2000 Lakehurst Avenue
Alameda CA

Scope of services are as follows:

Atlantis Interiors Inc to provide all labor, material, and equipment to replace old acoustic ceiling tiles with Armstrong Ultima 2x2 at offices 1125, 1130, 1130A, and 1130B only.

Crockett Electric to provide all labor, material, equipment to install a new dome camera in the Maintenance Office.

*****Additional services** as requested in writing by the owner to consultant. This will be work the owner requests in writing only to the Consultant. A proposal of cost and scope of work must be submitted by the Consultant to the owner, approved and signed by ownership, and counter signed by Consultant prior to any initiation of work or accrued costs.

*All work to be executed during regular working hours.

*An accessible indoor storage shall be provided by the owner.

*Scope of work excludes all costs associated with permits and inspection.

*Removal and replacement of furniture in the rooms are excluded.

EXHIBIT B
FEE SCHEDULE

EXHIBIT B
FEE SCHEDULE

C-file - Service	Fee	Status of work/ payment
C - 1 - Acoustic Ceiling Tile	\$ 29,806.73	Pending / no payment
C-5 - Acoustic ceiling tile upgrade	\$ 2,091.97	Pending / no payment
C-6 – Maintenance Room Camera Wiring	\$ 4,062.17	Pending / no payment
Additional Services***	\$ 43,666.03	
Total	\$ 79,626.90	

***See Exhibit A - Scope of Services

J.H. Fitzmaurice, Inc.
 Project: North Housing Block A "Senior Extra Work"

C - 1

JHF Project # 25877

SUPPORTING DOCUMENTATION FOR COST PROPOSAL SUMMARY

Date: 12/01/2025

ITEM	QUANTITY	LABOR	MAT	SUB & EQUIPT	LABOR	MAT	SUB & EQUIPT	TOTAL
1	Atlantis Interiors: Per owner's request, remove existing ceiling tiles at 1st floor offices - 1125, 1130, 1130A, 1130A Closet, 1130B and replace with new Armstrong Ultima 2x2 tegular ceiling panels.							
2	Crockett Electric: Remove all electrical devices, fixtures, smoke detectors and replace once new tile is replaced at rooms 1130, 1130B.							

1	Atlantis Interiors				\$0.00	\$0.00	\$0.00	\$0.00
	see attached proposal - option 3 - acoustic ceiling tile, Armstrong Ultima, dt. 11.19.2025	1 ls		\$13,323.00	\$0.00	\$0.00	\$13,323.00	\$13,323.00

Qualifications & Inclusions:
 1. Bid based on verbal discussions only.
 2. Work to proceed in schedule based on mutual input and agreement between Atlantis Interiors Inc. and the General Contractor.
 3. All work to be executed during regular working hours.
 4. Remove existing ceiling panels at first floor offices - Excludes Laundry, Mail Rooms, Kitchen, Corridor (and corridor storage closet), Conference Room, Lobby, and Security Room.
 5. Work at Phase 1 building at Offices 1125, 1130, 1130A, 1130B only.
 6. Replace with all new Armstrong Ultima 2x2 tegular ceiling panels (see options below).
 7. Assumes working conditions will allow us to flow continually through installation.
 8. We will work around sprinklers, fixtures, and devices in ceiling where we can. We will cut holes for panels that we are unable to swap out.
 9. We will do daily general clean-up. Final, final dusting/vacuum, by others.

Exclusions:
 1. After hours work.
 2. Phasing.
 3. Final, final dusting/ vacuum, by others.
 4. Work at Laundry, Mail Rooms, Kitchen, Corridor (and corridor storage closet), Conference room, Lobby, and Security Room.

Notes:
 fabrication and delivery time is approximat 2 weeks from the date of approved submittal
 Installation period is approximatly 3 working days
 Off hauling removed/old tiles is excluded

Boxing the removed tiles into the bags provided by owner and storing

2	Crockett Electric				\$0.00	\$0.00	\$0.00	\$0.00
	see attached proposal - Remove all electrical devices, fixtures, smoke detectors and replace once new tile is replaced at rooms 1130 and 1130B	1 ls		\$1,947.00	\$0.00	\$0.00	\$1,947.00	\$1,947.00

Scope of Work & Clarifications:
 • Remove and reinstall fire alarm horn/strobe in Office 1130
 • Remove and reinstall camera in Office 1130
 • Remove and reinstall fire alarm horn/strobe in Office 1130B
 • All work to be performed in a single trip.
 • New ceiling tiles must be on site when AECO arrives.

98.000	General Items				\$0.00	\$0.00	\$0.00	\$0.00
	Project Manager	8 hr	\$175.98		\$1,407.84	\$0.00	\$0.00	\$1,407.84
	Superintendent	16 hr	\$201.33		\$3,221.28	\$0.00	\$0.00	\$3,221.28
	Assistant Project Manager	16 hr	\$110.88		\$1,774.08	\$0.00	\$0.00	\$1,774.08
	Office	hr			\$0.00	\$0.00	\$0.00	\$0.00
	Temp Toilet	hr			\$0.00	\$0.00	\$0.00	\$0.00
	Temp Water & Power	hr			\$0.00	\$0.00	\$0.00	\$0.00
	Telephone	hr			\$0.00	\$0.00	\$0.00	\$0.00
	Labor - Clean up and final clean	24 hr	\$81.04		\$1,944.96	\$0.00	\$0.00	\$1,944.96
	Carpenter Foreman	hr	\$156.60		\$0.00	\$0.00	\$0.00	\$0.00
	Carpenter	hr	\$122.20		\$0.00	\$0.00	\$0.00	\$0.00
	Pickups & Transportation	hr			\$0.00	\$0.00	\$0.00	\$0.00
	Blider's Risk Insurance/Guard Service	by Owner			\$0.00	\$0.00	\$0.00	\$0.00
	Guard Service	by Owner			\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal				\$10,348.16	\$0.00	\$15,270.00	\$25,618.16

Proposal Clarifications & Terms

- No funds are included for any work or materials not specifically mentioned above
- This Quotation is based solely on the usual cost elements such as labor, material and normal markups and does not include any amount for changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, acceleration and/or impact costs, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this Contract.
- The changes quoted herein may impact the project schedule. In the event that the changes have an affect on the schedule resulting in the need for additional time or cause additional expenses, such time extension and/or additional expenses will be requested when they can be determined.

Gen Markup	15.00%	\$ 3,842.72
Subtotal		\$ 29,460.88
Insurance	1.35%	\$ 345.85
Subtotal		\$ 29,806.73
BOND	0.00%	-
Total		\$ 29,806.73

Approved by: Mabuhy and Lakehurst LP

DocuSigned by:

By: Vanessa Cooper
 5AFAS7239EC2484
 Owner's Authorized Agent

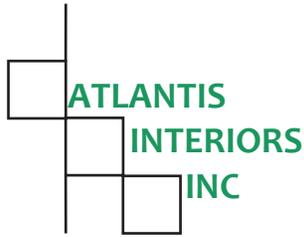
Date: 12/18/2025

HKIT Architects

DocuSigned by:

BY: Paul McElwaine
 41727CA11B0B4D8...native

Date: 12/18/2025



November 25, 2025

J H Fitzmaurice, Inc.
2857 Hannah Street
Oakland, CA 94608

Attention: Bashir Valizade

Re: North Housing – Senior

REQUEST FOR POSSIBLE CHANGE ORDER #5

As requested, we are providing the following pricing for proposed modified scope, per our revised proposal letter dated 11/19/25.

Remove existing ceiling panels and install all new Armstrong Ultima High NRC .85 2x2 tegular ceiling panels at Offices: 1125, 1130, 1130A, 1130A Closet, and 1130B.

Allow for two-week lead time.

Add: \$13,323.00

Breakdown: \$5,744.00 Materials
\$5,841.00 Labor
\$1,738.00 Administrative

Total Request for Change Order: \$13,323.00

Please call me at (415) 332-6500 if you have any further questions about our request.

Sincerely,
Dan Watson

CHANGE ORDER REQUEST

CROCKETT ELECTRIC CO

3440 Pacheco Blvd
Martinez, CA 94553

CCN # 29
Date: 11/25/2025
Project Name: North Housing Senior Phase
Project Number: North Housing Senior Phase
Page Number: 1

JH Fitzmaurice

Contact: Bashir Valizade
2857 Hannah Street
Oakland, CA 94608

Work Description

Per Bashir:

Ceiling tiles to be replaced in the following offices:
1125, 1130, 1130A, 1130B.

Remove all electrical devices, fixtures, smoke detectors and replace once new tile is replaced.

Scope of Work

- Remove and reinstall fire alarm horn/strobe in Office 1130
- Remove and reinstall camera in Office 1130
- Remove and reinstall fire alarm horn/strobe in Office 1130B

Clarifications

- All work to be performed in a single trip.
- New ceiling tiles must be on site when AECO arrives.

Qualifications:

All ceiling tiles to be cut by others.

All work to be done in one trip

We reserve the right to correct this quote for errors and omissions.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
Remove and replace devices and fixtures	1	0.00 E	0.00	8.00 E	8.00
Totals	1		0.00		8.00

Summary

ORIGINAL

CHANGE ORDER REQUEST

JH Fitzmaurice
2857 Hannah Street
Oakland, CA 94608

CCN # 29
Date: 11/25/2025
Project Name: North Housing Senior Phase
Project Number: North Housing Senior Phase
Page Number: 2

Summary (Cont'd)

JOURNEYMAN	(8.00 Hrs @ \$157.88)	1,263.04
Markup	(@ 15.000 %)	189.46
Subtotal		1,452.50
AECO	(\$430.00 + 0.000 % + 0.000 % + 15.000 %)	494.50
Subtotal		1,947.00
Final Amount		\$1,947.00

ORIGINAL

From: [Bashir Valizade](#)
To: [Jeremy Mears](#)
Cc: [Kyan Hakimi](#); [Adel Moghaddas](#); [Ali Masoumi](#)
Subject: NHBA - PSHI and Senior Offices Acoustic Ceiling Tile Replacement
Date: Thursday, November 20, 2025 2:57:36 PM
Attachments: [image002.png](#)

Hi Jeremy,

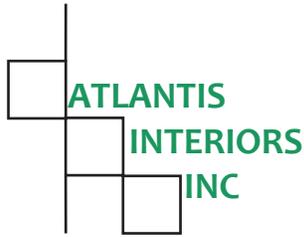
Ownership is planning to replace the ceiling tiles at below office in Senior and PSHI. Could you please provide me separate cost proposals for PSHI and Senior for the electrical trims, smoke detectors, lighting fixtures, exit lights etc. reinstallation. Ceiling tile sub will do the cut outs.

2. Work at Phase 1 Building at Offices 1230A, 1320B, 1410, 1420, 1440, 1450, 1470, and 1480 only.
3. Work at Senior Building at Offices 1125, 1130, 1130A, and 1130B only.

Let me know if you have any questions.

Thanks,

Bashir A Valizade
Assistant Project Manager
J.H. Fitzmaurice, Inc.
1466 66th St, Emeryville CA. 94608
cell – 510-650-6855 bashir@jhfoak.com



December 22, 2025

J H Fitzmaurice, Inc.
2857 Hannah Street
Oakland, CA 94608

Attention: Bashir Valizade

Re: North Housing – Senior

REQUEST FOR POSSIBLE CHANGE ORDER #6

As requested, we are providing the following pricing for proposed modified scope, per our revised proposal letter dated 11/19/25.

Remove existing ceiling panels and install all new Armstrong Ultima Health Zone #1351 NRC 70, STC 40 - 2x2 tegular ceiling panels at Offices: 1125, 1130, 1130A, 1130A Closet, and 1130B.

Allow for four-to-six week lead time.

Add: \$15,121.00

Breakdown: \$7,308.00 Materials
\$5,841.00 Labor
\$1,972.00 Administrative

Total Request for Change Order: \$15,121.00

Original Cost: \$13,323.00

C-5 - Cost Difference: \$1,798.00

Please call me at (415) 332-6500 if you have any further questions about our request.

Sincerely,
Dan Watson

CHANGE ORDER REQUEST

CROCKETT ELECTRIC CO

3440 Pacheco Blvd
Martinez, CA 94553

CCN # 30
Date: 2/10/2026
Project Name: North Housing Senior Phase
Project Number: North Housing Senior Phase
Page Number: 1

JH Fitzmaurice

Contact: Bashir Valizade
2857 Hannah Street
Oakland, CA 94608

Work Description

Install a new dome camera in the Maintenance Office.

Scope of Work

- Install a splitter behind Camera 30/31.
- Install a Category 5e cable from the new splitter to a camera location inside Maintenance S1255.
- Terminate the new cable with RJ-45 connectors.
- Furnish and install a new Geo Vision RVD-4810 dome camera.
- Install the splitter transmitter at the video switch in MDF S1230.
- Adjust the new camera.

Clarifications

- All work to be done during normal business hours.
- New wire will be concealed above the corridor ceiling but will be visible in the Maintenance Office.
- Stealth Monitoring must enroll the new camera into their system.
- All sheetrock patching and painting to be by others

We reserve the right to correct this quote for errors and omissions.

Itemized Breakdown

Summary

AECO	(\$1,950.00 + 0.000 % + 0.000 % + 15.000 %)	2,242.50
Subtotal		2,242.50
Final Amount		\$2,242.50

ORIGINAL

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.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing 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.

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. 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.

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:** : 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, (MLLP), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects 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 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 MLLP.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by MLLP. 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 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. MLLP reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify 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.



ISLAND CITY DEVELOPMENT

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

ITEM 5.K

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: March 18, 2026

Re: Authorize the President to Execute a Small Construction Contract between Lakehurst and Mosely LP (Estuary I) and J.H. Fitzmaurice for building upgrades with a maximum contract amount not to exceed \$208,000, to September 19, 2026, with authorization for the President to approve one six month extension to March 19, 2027, if needed.

BACKGROUND

The Estuary I project, located at 500 Mosley Avenue, includes 45 new construction permanent supportive housing units for unhoused or formerly unhoused individuals or households, including one manager’s unit. J.H. Fitzmaurice, Inc. (JHF) initiated construction on January 30, 2024, and received Certificate of Occupancy (COO) on August 21, 2025. The project has been fully leased as of August 31, 2025. JHF has continued to respond to warranty items and also to implement small additional changes requested by ICD to assist in smoother operations.

DISCUSSION

In October, upgrades were identified for the building which require a contractor to complete the work. Lakehurst and Mosley LP requested the work be done under the general contractor and subcontractors who originally worked on the project during construction, to preserve warranty rights.

In December 2025, the Board of Directors approved the contract for work between Lakehurst and Mosley LP and J.H. Fitzmaurice. That contract terminated as of February 2026. A new contract with a term date of September 19, 2026, is needed to complete the work that was unable to be finished due to long shipping times of materials. The proposed contract will cover the costs of the remaining services needed for the property to receive the upgrades identified in December. Prior to contract termination in February 2026, work for the water down spout reroutes was completed while ordering and installation began on noise attenuation upgrades and acoustic panels.

Original Dec. 2025 Contract total	\$216,420.90
Work completed	\$8,648.38
Remainder of work not complete or billed	\$207,772.52

Proposed March 2026 - September 2026 Contract:	\$207,772.52
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The remaining services, which had been originally contemplated are detailed below, along with some items that were identified more recently.



- Acoustic Panels: Acoustic panels are to be installed in all common nook areas at the end of the hallways, in the western corridor of the first floor, service offices, health room, and breakout room. This work was partially completed during the first contract.

- Noise Attenuation Upgrades: These upgrades include an acoustical plug insert along the storefront edge of the northern services office to decrease the travel of noise between the inside of the office and the hallway. Ceiling tiles in all the service offices will also be exchanged with tiles that have higher Noise Reduction Coefficient (NRC) and higher Sound Transmission Class (STC). These higher ratings assist in more sound absorption, reducing echoes, and sound blocking, improving privacy.

- First Floor Bike Room Upgrades: The bicycle parking rooms are heavily utilized by the residents. To improve access, the bike rooms on all floors will have fob panels installed, including an Automatic Door Opener on the first floor. Staff had planned for this upgrade with all pre-wired locations, and the upgrade is being provided now to improve bike storage for tenants.

-Additional Services: This authority will be work that the owner requests in writing over the next year. A proposal of cost and scope of work must be submitted by the Consultant to the owner, approved and signed by ownership, and countersigned by the Consultant prior to any initiation of work or accrued costs.

The total amount of the work stated above will not exceed \$208,000 and will start March 19, 2026 and expire September 19, 2026, unless extended.

FISCAL IMPACT

The contract between Lakehurst and Mosley LP and J.H. Fitzmaurice for building upgrades will total \$208,000. These funds are being paid by the development.

CEQA

n/a

RECOMMENDATION

Authorize the President to Execute a Small Construction Contract between Lakehurst and Mosely LP (Estuary I) and J.H. Fitzmaurice for building upgrades with a maximum contract amount not to exceed \$208,000, to September 19, 2026, with authorization for the President to approve one six month extension to March 19, 2027, if needed.

ATTACHMENTS

1. Est_I_JHF_Consultant_Services_Agreement_JHF_signature

Respectfully submitted,



Jocelyn Layte, Associate Project Manager



CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 19th day of March, 2026 ("Effective Date"), by and between Lakehurst and Mosley, L.P., a California limited partnership (hereinafter referred to as "LMLP"), and J.H. Fitzmaurice, Inc. a licensed general contractor whose address is 1466 66th Street, Emeryville, CA 94608 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. LMLP is a limited partnership incorporated in the State of CA to provide affordable housing in the City of Alameda.

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 professional services for installation of piedmont plug, acoustic wall panels, and acoustic ceiling tiles at North Housing Block A, Estuary I common areas & rerouting and painting the roof RWL above the entrance canopy.

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

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

F. LMLP and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

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

1. **TERM.**

The term of this Agreement shall commence upon execution of the agreement and end on September 19, 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 an additional six months to March 19th 2027 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 specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any

inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and 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 and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of LMLP.

2.4 Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the 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 TWO HUNDRED SEVEN THOUSAND, SEVEN HUNDRED SEVENTY TWO DOLLARS AND FIFTY TWO CENTS (\$207,772.52), 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 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 LMLP by Consultant. LMLP shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by LMLP. For this Agreement, invoices can be submitted by email to primary contact (below)

with a copy to accountspayable@alamedahsg.org or on the vendor portal.

Lakehurst and Mosley, L.P.

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Sylvia Martinez

(510) 747-4343

Email: smartinez@alamedahsg.org

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total.

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

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

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that LMLP's Board of Commissioners, Executive Director, 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 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. 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 nature that the difference cannot be corrected, LMLP shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the Contract Price to reflect the reduced value of the services performed or products provided. 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 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, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties; and Consultant shall hold 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 discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless LMLP, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (LMLP employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of 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 specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10.4 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 determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE.**

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

A. **WAIVER OF SUBROGATION:**

Consultant hereby grants to 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.

B. **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 written notice is received that the premiums have not been paid.

C. **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 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.

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.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. SUBCONTRACTOR APPROVAL.

Unless prior written consent from 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:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other LMLP projects as appropriate.

Consultant shall, at such time and in such form as LMLP may require, furnish reports concerning the status of services required under this Agreement.

All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by LMLP

17. **RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by LMLP 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 LMLP or its designees to such books and records at proper times; and gives LMLP the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. **NOTICES.**

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

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

Lakehurst and Mosley, 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:

Mohammed Hakimi
J.H. Fitzmaurice, Inc.
1466 66th Street
Emeryville, CA 94608

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

Consultant agrees and acknowledges that smoking, 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 his/her employees and suppliers comply with these prohibitions.

20. **TERMINATION.**

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

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

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

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from LMLP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, LMLP 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 LMLP. In such case, LMLP may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to LMLP for any reasonable additional costs incurred by LMLP to revise work for which LMLP has compensated Consultant under this Agreement, but which LMLP has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, LMLP 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, LMLP 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 LMLP in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by LMLP. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform LMLP and LMLP shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by 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 or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from LMLP to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with LMLP on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

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 tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; 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 anti-virus/malware deployment.

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 with such obligations under this sentence.

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

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

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

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

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

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

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

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or 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 four (4) years after the expiration of the term of this Agreement.

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

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

34. **NONLIABILITY OF 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
- 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.

J.H. Fitzmaurice, Inc.,
A California Corporation

LAKEHURST and MOSLEY LP,
a California limited partnership

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

DocuSigned by:
Mohammad Hakimi
14436BCCDB19442...
ΜΟΗΑΜΜΑΔ ΗΑΚΙΜΙ
CEO / President
3/10/2026

Vanessa Cooper
President of Island City Development

EXHIBIT A
SCOPE OF SERVICES

See Attached – Exhibit A Scope of Services

EXHIBIT A

SCOPE OF SERVICES

North Housing Block A, Estuary I
Piedmont Plug and Acoustic Panel Installation & RWL Reroute
500 Mosley Avenue
Alameda CA

Scope of services are as follows:

Atlantis Interiors Inc. provides all labor, material, and equipment for furnishing and installation of piedmont plug, acoustic wall panels, acoustic ceiling tiles at North Housing Block A, Estuary I per layout and elevations provided by HKIT.

Crockett Electric: provides all labor, material, and equipment for owner's request, to install FOB readers at the bike storage rooms on the 2nd, 3rd, and 4th floor. Install wiring and connection to 1 new ADO and 2 actuators at bike room 1st floor.

Basco Drywall: provides all labor, material, and equipment for owner's request to demo drywall as needed to run wiring from outlet to ADO. Patch back drywall, texture and paint to blend. Cover & protect finishes. Bike room at 1st floor.

Jackson's Hardware: provides all labor, material, and equipment for owner's request to provide 1 ea. Automatic door operator, 2 ea. Actuators, and 1 electric strike for bike room at 1st floor.

House Construction: provides all labor, material, and equipment for owner's request to install added 1 automatic door operator, 2 actuators at 2 openings and added electric strike, bike room at 1st floor.

*****Additional services** as requested in writing by the owner to consultant. This will be work the owner requests in writing only to the Consultant. A proposal of cost and scope of work must be submitted by the Consultant to the owner, approved and signed by ownership, and counter signed by Consultant prior to any initiation of work or accrued costs.

*All work to be executed during regular working hours.

*An accessible indoor storage shall be provided by the owner.

*Scope of work excludes all costs associated with permits and inspection.

EXHIBIT B
FEE SCHEDULE

EXHIBIT B
FEE SCHEDULE

Service	Fee
C-1 Piedmont plug & acoustic wall panels	\$99,605.47
C-2 - Acoustic ceiling tiles	\$48,167.05
C-4 - Cap and flashing	\$7,941.17
C-5 - Acoustic ceiling tile upgrade	\$4,344.51
C- 6 bike room Do (1st) and Fob (2-4)	\$37,423.41
C-7 Upsize RWL from 2x3 to 3x4	\$407.23
Additional Services***	\$9,883.68
Total	\$207,772.52

*** see item 6 in Exhibit A – scope of work for conditions regarding this budget item.



To: J.H. Fitzmaurice Inc. – Attention Bashir Valizade
Re: North Housing Additional Wall Panels
Date: November 13, 2025

We propose to provide the necessary labor and materials to perform the following Acoustical Wall Panel work as indicated on the Elevation Plans pages A4.14 and A4.15 dated 9/1/23.

Qualifications:

1. Bid based on architectural drawings only.
2. Work to proceed in a schedule based on mutual input and agreement between Atlantis Interiors Inc. and the General Contractor.
3. All work to be executed during regular working hours.
4. No addendum noted.
5. There are a number of conflicts between the plans and the specifications. We therefore qualify the below outlined materials and scope of work.

Inclusions:

1. Various Autex Groove Panels as shown on plans.
2. Panels are manufactured 47.25 inches by 94.5 inches (nominal 4x8).
3. Assumes all panels can be installed in one mobilization.
4. Assumes we will be able to stage panels in an accessible indoor location.
5. When panels are required to abut to each other it will be factory-edge to factory-edge.
6. Will do daily general clean-up. Final, final dusting/ vacuum, by others.
7. 4 week lead time.

Exclusions:

1. After hours work.
2. Phasing.
3. Final, final dusting/ vacuum, by others.

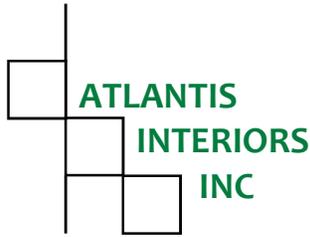
Total Price for the Above Described Work: \$66,252.00

Breakdown:

\$40,715.00 Materials
\$16,896.00 Labor
\$8,641.00 Administrative

Please call me at (415) 332-6500 if you have any further questions or clarifications about our proposal.

Sincerely, Dan Watson



To: J.H. Fitzmaurice Inc. – Attention Bashir Valizade

Re: North Housing Sound Barrier

Date: November 19, 2025

We propose to provide the necessary labor and materials to perform the following Acoustical Sound Barrier work as indicated per our verbal discussions.

Qualifications:

1. Bid based on verbal discussions only.
2. Work to proceed in a schedule based on mutual input and agreement between Atlantis Interiors Inc. and the General Contractor.
3. All work to be executed during regular working hours.

Inclusions:

1. Install two Piedmont Plug sound barriers at Phase 1 between First Floor corridor and small office.
2. Standard finishes included.
3. Includes two mobilizations. One to measure, second to install.
4. Will do daily general clean-up. Final, final dusting/ vacuum, by others.
5. 4 week lead time after measurements received.

Exclusions:

1. After hours work.
2. Final, final dusting/ vacuum, by others.

Total Price for the Above Described Work: \$3,754.00

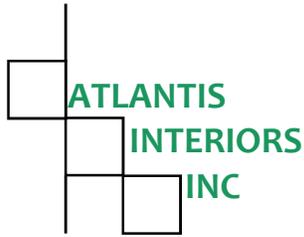
Breakdown:

\$1,946.00 Materials
\$1,319.00 Labor
\$489.00 Administrative

Please call me at (415) 332-6500 if you have any further questions or clarifications about our proposal.

Sincerely,

Dan Watson



November 25, 2025

J H Fitzmaurice, Inc.
2857 Hannah Street
Oakland, CA 94608

Attention: Bashir Valizade

Re: North Housing – Phase 1

REQUEST FOR POSSIBLE CHANGE ORDER #12

As requested, we are providing the following pricing for proposed modified scope, per our revised proposal letter dated 11/19/25.

Remove existing ceiling panels and install all new Armstrong Ultima High NRC .85 2x2 tegular ceiling panels at Offices: 1230A, 1230B, 1230B Closet, 1410, 1420, 1440, 1450, 1470, and 1480.

Allow for two-week lead time.

Add: \$25,210.00

Breakdown: \$10,477.00 Materials
\$11,444.00 Labor
\$3,289.00 Administrative

Total Request for Change Order: \$25,210.00

Please call me at (415) 332-6500 if you have any further questions about our request.

Sincerely,
Dan Watson

CHANGE ORDER REQUEST

CROCKETT ELECTRIC CO

3440 Pacheco Blvd
Martinez, CA 94553

CCN # 38
Date: 11/25/2025
Project Name: North Housing PSH 1
Project Number: North Housing PSH 1
Page Number: 1

Client Address:

JH Fitzmaurice

Contact: Bashir Valizade
2857 Hannah Street
Oakland, CA 94608

Work Description

Per Bashir:

Ceiling tiles to be replaced in the following offices:
1230A, 1230B, 1410, 1420, 1440, 1450, 1470, 1480.
Remove all electrical devices, fixtures, smoke detectors and replace once new tile is replaced.

Scope of Work

- Remove and reinstall camera in Office 1410
- Remove and reinstall fire alarm strobe in Office 1410
- Remove and reinstall fire alarm strobe in Office 1420
- Remove and reinstall fire alarm strobe in Office 1470
- Remove and reinstall fire alarm strobe in Office 1480

Clarifications

- All work to be performed in a single trip.
- New ceiling tiles must be on site when AECO arrives.

Qualifications:

All ceiling tiles to be cut by others.
All work to be done in one trip

We reserve the right to correct this quote for errors and omissions.

Itemized Breakdown

ORIGINAL

CHANGE ORDER REQUEST

CROCKETT ELECTRIC CO

3440 Pacheco Blvd
Martinez, CA 94553

Client Address:
JH Fitzmaurice
2857 Hannah Street
Oakland, CA 94608

CCN # 38
Date: 11/25/2025
Project Name: North Housing PSH 1
Project Number: North Housing PSH 1
Page Number: 2

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
Remove and reinstall devices	1	0.00 E	0.00	8.00 E	8.00
Totals	1		0.00		8.00

Summary

JOURNEYMAN	(8.00 Hrs @ \$157.88)	1,263.04
Markup	(@ 15.000 %)	189.46
AECO	(\$645.00 + 0.000 % + 0.000 % + 15.000 %)	741.75
Subtotal		2,194.25
Final Amount		\$2,194.25

ORIGINAL

From: [Bashir Valizade](#)
To: [Jeremy Mears](#)
Cc: [Kvan Hakimi](#); [Adel Moghaddas](#); [Ali Masoumi](#)
Subject: NHBA - PSHI and Senior Offices Acoustic Ceiling Tile Replacement
Date: Thursday, November 20, 2025 2:57:36 PM
Attachments: [image002.png](#)

Hi Jeremy,

Ownership is planning to replace the ceiling tiles at below office in Senior and PSHI. Could you please provide me separate cost proposals for PSHI and Senior for the electrical trims, smoke detectors, lighting fixtures, exit lights etc. reinstallation. Ceiling tile sub will do the cut outs.

2. Work at Phase 1 Building at Offices 1230A, 1320B, 1410, 1420, 1440, 1450, 1470, and 1480 only.
3. Work at Senior Building at Offices 1125, 1130, 1130A, and 1130B only.

Let me know if you have any questions.

Thanks,

Bashir A Valizade
Assistant Project Manager
J.H. Fitzmaurice, Inc.
1466 66th St, Emeryville CA. 94608
cell – 510-650-6855 bashir@jhfoak.com



EAGLE SHEET METAL

724 Lincoln Rd E.
Vallejo, CA 94590
Tel :510) 772-3613
Fax :510) 799-9563

EXTRA WORK AUTHORIZATION/CHANGE ORDER

Date:12/02/2025

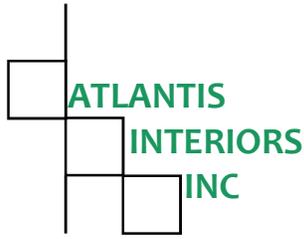
TO: JH.Fitzmaurice, Inc.
 Project: North Housing Block A. PSH-1

NAME	Victor Garcia	HR		JOB PERFORMED	installation of caps flashing provided
					· Vestis Systems to seal gutter joints
				aterial	\$. 350.00.
				brication	0 hrs. @.00 \$.00
				stallation	24 hrs @ 95 \$ 2,280.00
				.two guys day and half	
				bor Burden	35% \$ 798
				ofit 10%	\$ 342.80
					Total Price \$ 3,770.80

NOTE: This Change (s) becomes part of in conformance with the existing contract.
 WE AGREE hereby to make the change(s) specified above at this Price:

BY:
 Authorized Signature _____ Date _____ ACCEPTED

THE ABOVE PRICES AND SPECIFICATIONS OF THIS
 CHANGES ARE SATISFACTORY AND ARE HEREBY ACCEPTED.
 ALL WORK TO BE PERFORMED UNDER SAME TERMS AND
 CONDITIONS AS SPECIFIED IN ORIGINAL CONTRACT UNLESS
 OTHERWISE STIPULATED.



December 22, 2025

J H Fitzmaurice, Inc.
2857 Hannah Street
Oakland, CA 94608

Attention: Bashir Valizade

Re: North Housing – Phase 1

REQUEST FOR POSSIBLE CHANGE ORDER #13

As requested, we are providing the following pricing for proposed modified scope, per our revised proposal letter dated 11/19/25.

Remove existing ceiling panels and install all new Armstrong Ultima Health Zone #1351 NRC 70, STC 40 – 2x2 tegular ceiling panels at Offices: 1230A, 1230B, 1230B Closet, 1410, 1420, 1440, 1450, 1470, and 1480.

Allow for four-to-six week lead time.

Add: \$28,944.00

Breakdown: \$13,725.00 Materials
\$11,444.00 Labor
\$3,775.00 Administrative

Total Request for Change Order: \$28,944.00

Original Cost: \$25,210.00

C-5 - Cost Difference: \$3,734.00

Please call me at (415) 332-6500 if you have any further questions about our request.

Sincerely,
Dan Watson

CHANGE ORDER REQUEST

CROCKETT ELECTRIC CO

3440 Pacheco Blvd
Martinez, CA 94553

CCN #

39R2

Date:

2/19/2026

Project Name:

North Housing PSH 1

Project Number:

North Housing PSH 1

Page Number:

1

Client Address:

JH Fitzmaurice

Contact: Bashir Valizade
2857 Hannah Street
Oakland, CA 94608

Work Description

Per Bashir:

Install FOB readers at the bike storage rooms on the 2nd, 3rd, and 4th floor. Install wiring and connection to new ADO at bike room 1st floor

We are pleased to present this proposal for access control modifications consisting of adding a card reader at Bike

Rooms on 2nd, 3rd and 4th floors. Integrate a new ADO at the Bike Room on the 1st floor.

Scope of Work

- New Door King cabinet with three door control boards installed in MPOE 1250.
- Extend existing 120 volt circuit to the new cabinet.
- New HID wall-mount fob reader installed at each Bike Room on the upper floors (3)
- Connect existing wire to a new electric strike that is furnished and installed by others. (3)
- Enroll the new readers into the Door King software on the owners computer.
- Assist staff with setting up individual security groups to limit access to Bike Rooms to those who own bikes.
- Install wire from the ADO to actuator push bars. (2)
- Reroute the existing electric strike wire to the ADO and install a new strike wire from the ADO. (1)
- Activate and program the ADO on the 1st floor. (1)

Clarifications

- The Bike Rooms are prewired for electric strikes. These are to be furnished and installed by others.
- The new Door King cabinet will occupy a 14"x24" wall space in MPOE 1250.
- Additional access control fobs are not included.
- An existing 24 volt door lock power supply in MPOE 1250 will be used to energize the new strikes.
- Drywall may need to be opened to allow wire to be routed into the ADO.
- Cutting patching and painting of drywall is by others.
- The new ADO must be equipped with 24 volt power to operate the strike.
- Mounting of the ADO with hardware connection to the door is by others.
- The labor rates in this proposal expire December 31, 2026

ORIGINAL

CHANGE ORDER REQUEST

CROCKETT ELECTRIC CO

3440 Pacheco Blvd
Martinez, CA 94553

Client Address:
JH Fitzmaurice
2857 Hannah Street
Oakland, CA 94608

CCN # 39R2
Date: 2/19/2026
Project Name: North Housing PSH 1
Project Number: North Housing PSH 1
Page Number: 2

We reserve the right to correct this quote for errors and omissions.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
120v Connection to new cabinet	1	45.00 E	45.00	0.00 E	0.00
12/2 MC	40	528.62 M	21.14	0.00 M	0.00
Connection to ADO	1	15.00 E	15.00	0.00 E	0.00
Disconnect switch	1	12.00 E	12.00	0.00 M	0.00
Misc.boxes/fittings	1	15.00 E	15.00	0.00 E	0.00
Labor	1	0.00 E	0.00	8.00 E	8.00
Totals	45		108.14		8.00

Summary

General Materials		108.14
Material Tax (@ 10.750 %)		11.63
Total Material		119.77
JOURNEYMAN (8.00 Hrs @ \$158.00)		1,264.00
Markup (@ 15.000 %)		207.57
AECO (\$7,100.00 + 0.000 % + 0.000 % + 15.000 %)		8,165.00
Subtotal		9,756.34
Final Amount		\$9,756.34

ORIGINAL

From: [Bashir Valizade](#)
To: [Jeremy Mears](#)
Cc: [Adel Moghaddas](#); [Kyan Hakimi](#); [Ali Masoumi](#)
Subject: RE: Estuary I Bike Room Fob Panels
Date: Wednesday, February 11, 2026 1:29:05 PM
Attachments: [NHPH1 COR # 39R1 - Add FOBs and ADO wiring to Bike rooms 2-4.pdf](#)

Hi Jeremy,

Could you please revise your change order to include below items only. And please let me know what would be the extend of drywall removal/reinstall.

- 1st floor ADO
- 2nd, 3rd, and 4th fob only – no ADO

Thanks,
Bashir

From: Jeremy Mears <JeremyMears@crockettelectric.com>
Sent: Monday, February 2, 2026 9:57 AM
To: Bashir Valizade <bashir@jhfoak.com>
Cc: Adel Moghaddas <adel@jhfoak.com>; Kyan Hakimi <kyan@jhfoak.com>; Ali Masoumi <ali@jhfoak.com>
Subject: RE: Estuary I Bike Room Fob Panels

Bashir,
Here is the Revised COR for the added fobs and ADO wiring for bike rooms floors 2-4. We will need a sheetrock pathway cut from the existing outlet in each bike room to the ADO location, and from the push plate locations to the ADO location. All sheetrock cutting should be limited to inside the bike rooms.

Jeremy

From: Bashir Valizade <bashir@jhfoak.com>
Sent: Friday, January 30, 2026 11:43 AM
To: Jeremy Mears <JeremyMears@crockettelectric.com>
Cc: Adel Moghaddas <adel@jhfoak.com>; Kyan Hakimi <kyan@jhfoak.com>; Ali Masoumi <ali@jhfoak.com>
Subject: RE: Estuary I Bike Room Fob Panels

Thanks, Jeremy,

Can you please send me a revised change order to include ADO auto door operators as well as associated wiring, and the extend of sheetrock removal if any.

Thanks,
Bashir



Basco Drywall & Painting Co.

829 Estabrook Street • San Leandro, California 94577 • Phone (510) 357-3818 Fax (510) 483-6759

www.bascodrywallandpainting.com

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION

Subcontractor:

Company Name: Basco Drywall & Painting Co.
 Contact: Chris Nelson
 Address: 829 Estabrook Street
 City, State Zip: San Leandro, CA 94577
 Telephone: 510-357-3818
 Fax: 510-483-6759

JH Fitzmaurice, Inc.
Project: North Housing Block A PSH 1 (Estuary)
 500 Mosley Avenue
 Alameda, CA 94501
 Basco Job # 24-12
 Date: February 26, 2026
 Tag #
 RFI #
 COR# 15r

Description of work: PSH1. Bike Rooms Floors 1 Demo drywall as needed to run wiring from outlet to ADO. Patch back drywall, texture and paint to blend. Cover & protect finishes. As described in email 2-26.

LABOR				
NAME / CLASSIFICATION	HOURS	UOM	RATE	TOTAL
Carpenter Journeyman	4	hrs	\$ 115.00	\$ 460.00
Taper Journeyman	8	hrs	\$ 110.00	\$ 880.00
				\$ -
Painter Journeyman	4	hrs	\$ 107.30	\$ 429.20
Painter Journeyman (Premium Time)		hrs	\$ 61.93	\$ -
Painter Foreman		hrs	\$ 124.30	\$ -
				\$ -
Laborer		hrs	\$ 77.39	\$ -
Laborer (Premium Time)		hrs	\$ 57.24	\$ -
Labor Subtotal:				\$ 1,769.20
Materials - itemized	Quan.	Unit	Unit Price	Extension
Drywall & Taping	1	ls	\$ 50.00	\$ 50.00
Paint & Masking	1	ls	\$ 50.00	\$ 50.00
Materials Subtotal:				\$ 100.00

Summary:

	TOTAL COSTS
1. LABOR COSTS	\$ 1,769.20
2. 10.00% Overhead of Line 1	\$ 176.92
3. 5.00% Profit of Line 1	\$ 88.46
4. ADD Lines 1,2 & 3	\$ 2,034.58
5. TOTAL MATERIAL COSTS	\$ 100.00
6. 10.75% tax of Line 5	\$ 10.75
7. 10.00% Overhead of Line 5 & 6	\$ 10.00
8. 5.00% Profit of Line 5 & 6	\$ 5.00
9. ADD Lines 5, 6, 7 & 8	\$ 125.75
TOTAL COST OF REVISED SCOPE	\$ 2,160.33

JACKSON'S

100% EMPLOYEE OWNED
HARDWARE · TOOLS · DECORATIVE PLUMBING · RENTALS · PAINT
435 DuBois Street PO Box 10247 San Rafael, CA 94912-0247
(415) 454-3740 FAX (415) 257-2630

February 12, 2026

J.H. Fitzmaurice, Inc.
1466 66th Street
Emeryville, CA 94608
Attn: Bashir Valizade

Job: North Housing Block A – PSH 1

Ref: Change Order Request for Automatic Door Operator and Actuators at 1st Floor Bike Room Door

1) To add the following automatic door operator and actuators, please add: **\$9,045.00.**

GROUP NO. 30		BIKE PARKING			
Door: 1160		3/0 x 6/8 x 1-3/4"	SCWD x HM	20 minutes	
Each door to <u>add</u> :					
Qty					
1	1 ea.	Electric Strike	8300C	24VDC	630 HES
1	1 ea.	Automatic Door Operator	4631 MC	WMS 120VAC (pull side mount)	689 LCN
2	2 ea.	Actuator	8310-836T		630 LCN

Price includes sales tax, and freight to jobsite. Please let me know if there are any questions.

Sincerely,

Jon Hansen
Contract Sales Manager

HES[®] 8300 Electric Strike

Works with cylindrical locksets and accommodates latchbolts up to 5/8" throw



Also available in a Complete One Box Solution

The fire rated, concealed solution for cylindrical locksets.

The HES 8300 Series Electric Strike is a fire rated, compact, high performance electric strike featuring a unique concealed design for use with cylindrical locksets. No cutting on the frame is required. Simply remove the existing ANSI strike plate, adjust the vertical alignment feature to the latchbolt centerline and install. Its strength is derived from a unique keeper pin locking design, enabling the HES 8300 to exceed the ratings of the frame, door and locking hardware. This unique electric strike is easy to install and complies with NFPA 80-07 guidelines for retrofit into fire rated frames. The HES 8300 accommodates latchbolts up to 5/8" throw.

Features

Standard Features

- Complies with the guidelines for retrofit into fire rated frames
- No cutting on frame required for 4-7/8" ANSI prep
- Vertical adjustability to accommodate door sag and misalignment
- Tamper resistant
- Static strength 1,500 lbs
- Dynamic strength 70 ft-lbs
- Endurance 1 million cycles
- Field selectable fail safe/fail secure
- Non-handed
- Accommodates 1/2" – 5/8" [12.7mm – 15.9mm] cylindrical latchbolt (5/8" [15.9mm] with 1/8" [3.175] door gap)
- Strike body depth 1-1/16" [27.3mm]
- Plug-in connector
- SecuriCare five-year, no-fault, no questions asked warranty (Addition of HES SMART Pac[®] III extends the warranty to 10 years)

Optional Features

- **LBM** Latchbolt monitor

Accessories

- **2001M** Plug-in bridge rectifier
- **2004M** ElectroLynx[®] adapter
- **2005M3** SMART Pac[®] III
- **2006M** Plug-in buzzer



Grade 1

SecuriCare
Warranty

Cylindrical
Locksets

Field Selectable
(Fail secure / Fail safe)

Dual Voltage
12/24

PoE
Friendly

Fire Rated

Outdoor
Rated

Burglary
Rated

Specifications

Certifications

- ANSI/BHMA A156.31, Grade 1
- UL 1034 burglary-resistant listed and suitable for outdoor use
- UL 294 listed
- RoHS compliant
- UL 10C fire rated, 3-hour single door (fail secure only)
- CAN/ULC-S104 fire door conformant
- NFPA-252 fire door compliant
- ASTM-E152 fire door compliant
- NFPA 80-07 compliant

Frame Application

- Metal
- Wood
- Aluminum

Electrical (DC Continuous Duty)

- Dual voltage 12/24 VDC/VAC
- 240 mA at 12 VDC/120 mA at 24 VDC
- PoE friendly

Dimensions

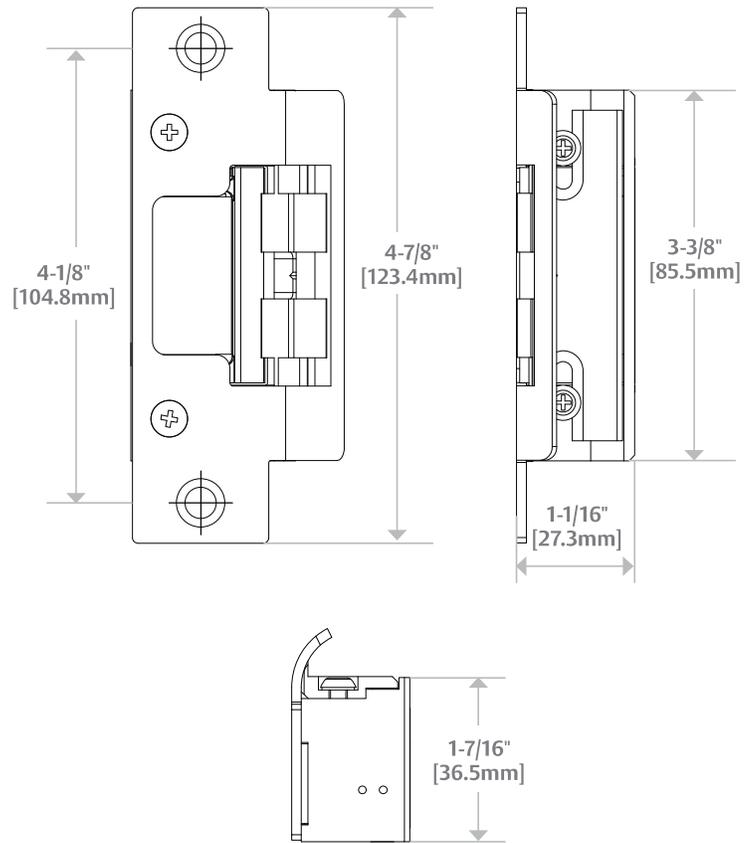


Diagram shown with 801 Option

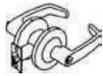
How to Order

SERIES	MODEL	FINISH	OPTION (S)
8300	—	— 630	— LBM
8300 Universal Electric Strike; faceplates ordered separately	C* Complete Electric Strike; includes the 801 and 801A faceplates	605 Bright Brass 606 Satin Brass 612 Satin Bronze 613 Bronze Toned 629 Bright Stainless Steel 630 Satin Stainless Steel BLK Black	LBM Latchbolt Monitor

*Complete Pacs are only available in the 630 finish

NOTE: Electric strike compatibility is determined at time of electric strike product release. ASSA ABLOY is not responsible for incompatibility of products that have changed in design or craftsmanship by their respective manufacturers. When compatibility is a concern, contact Customer Support for application assistance.

HES 8000/8300 Series Faceplate Options

<p>OPERATION</p> 	<p>After releasing the latchbolt, the keeper returns to the locked position.</p>	
 <p>4-7/8" × 1-1/4" [123.8mm x 31.75mm] Square corners</p>	<p>801 Option</p> <p>For use with: Cylindrical locksets in ANSI metal jambs, with latchbolts up to 5/8" [15.9mm] throw.</p> <p>ANSI/BHMA Numbers: E05031, E09321, E09322, E09323</p>	
 <p>4-7/8" × 1-1/4" [123.8mm x 31.75mm] Radius corners and flat faceplate</p>	<p>801A Option</p> <p>For use with: Cylindrical locksets with latchbolts up to 5/8" [15.9mm] throw. Includes universal mounting tabs. Aluminum frames.</p> <p>ANSI/BHMA Numbers: E05031, E09321, E09322, E09323</p>	
 <p>4-7/8" × 1-1/4" [123.8mm x 31.75mm] 1/4" extended lip</p>	<p>801E Option</p> <p>For use with: Extended lip for 'knock-down' style frame installations. For use with cylindrical latchbolts up to 5/8" [15.9mm] throw.</p> <p>ANSI/BHMA Numbers: E05031, E09321, E09322, E09323</p>	
 <p>7-15/16" × 1-7/16" [201.6mm x 36.5mm]</p>	<p>802 Option</p> <p>For use with: Cylindrical locksets with latchbolts up to 5/8" [15.9mm] throw. Includes universal mounting tabs. Aluminum frames.</p> <p>ANSI/BHMA Numbers: E05031, #E09321, E09322, E09323</p>	
 <p>6-7/8" × 1-1/4" Radius corners and flat faceplate</p>	<p>803 Option</p> <p>For use with: Cylindrical locksets with latchbolts up to 5/8" [15.9mm] throw. Includes universal mounting tabs. Aluminum frames.</p> <p>ANSI/BHMA Numbers: E05031, E09321, E09322, E09323</p>	
 <p>9" × 1-3/8" [123.8mm x 34.9mm] Radius corners and flat faceplate</p>	<p>805 Option</p> <p>For use with: Cylindrical locksets. Latchbolts up to 5/8" [15.9mm] throw. Four point mounting for wood installations.</p> <p>ANSI/BHMA Numbers: #E05031, #E09321, #E09322, #E09323</p>	

"For use with" information is offered as a recommendation only. Reference should be made to the lockset manufacturer for proper installation instructions necessary to meet compatibility requirements.

Reduce your install time by evaluating your opening

The HES 8000/8300 Electric Strikes can be adjusted to compensate for frame and door irregularities. Sometimes, adjusting the frame and door back to industry standards is not an option. Here are some tips to quickly compensate for frame twist and determine the condition of the latchbolt.

Measure Frame Twist

One way to measure frame twist is to place a carpenter square on the stop and the face of the door. If the angle is less than 90 degrees, the 45 degree ramp angle of the HES 8000/8300 is steepened and may need to be corrected as shown (Figure 1).

We recommend you check the condition of the latchbolt prior to installing the 8000/8300. Poorly constructed, worn out or damaged latchbolts may not slide along a ramp at any angle. To check the condition of your latchbolt, we recommend applying a slight force to the tip of the latchbolt (about 45 degrees to the door face). Make sure the latchbolt can be pushed up into the door.

Compensate for Frame Twist

When a frame is twisted, the relationship between the face of a closed door and of the inside face of the frame (i.e., rabbet) may not meet the 90 degree industry standard. Untrue frames and doors impact latchbolt wear and the force required to exit, so we recommend you ensure that the angle is between 90–95 degrees.

If manipulating the frame is not possible, we recommend placing several shims included under the top and bottom (stop side) of the faceplate (Figure 2). This effectively increases the 8000/8300 ramp angle and compensates for frame twist. You can also compensate for frame twist by placing shims under the top and bottom (bevel side) of the latchbolt (Figure 3).

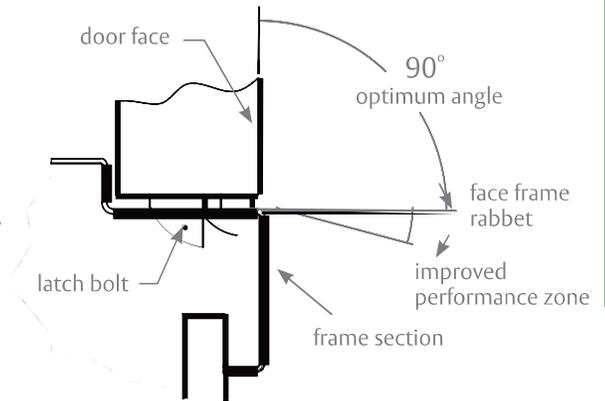


Figure 1

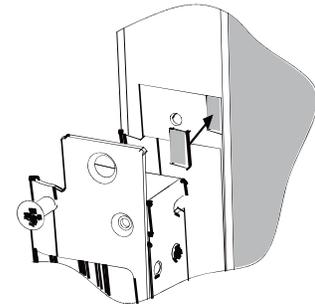


Figure 2

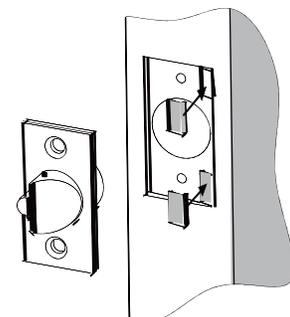


Figure 3



House Co. Construction
 1325 Howard Ave. #702
 Burlingame
 CA 94010
 (510)259-1144

9

SUBCONTRACTOR CHANGE ORDER REQUEST

Project: North Housing - PSH1

Date: 12-Feb-26

Address:

Attention:

Subcontractor: House Co (Labor)

Description of Change: Per GC Req - Install added actuators and automatic operators @ 3 openings

- Install added auto operator, hinge and electric @ opening 1160	10 hours
- Install added actuators at opening 1160 (2 per location)	2 hours
- Install added electric strike @ opening 1160	1 hours

Notes:

- Labor only.
- Wiring by others and connection to electric systems by others
- Keyfobs readers by others.
- Door prep by others

Additive Costs

Labor	Totals
	\$2,003.56
Material	
Subtotal of Additive Cost	\$2,003.56

Deductive Costs

	Hours	Rate
Labor		\$0.00
Subtotal of Deductive Cost		\$0.00

Total Change Order Request

\$2,003.56

Signed: _____

CC: _____

Date: _____



Eagle Sheet Metal
 1028 Fortune St
 Vallejo, CA. 94590 C,A Lic.# 969172
 510-772-3613 Fax: 510-799-9563

Invoice No. 2026-003

INVOICE

Customer

Name J.H. Fitzmaurice, Inc.;
 Address 2857 Hannah Street
 City Oakland State CA ZIP 94608
 tel: 510) 444-7561

Terms 2/20/26
 Rep Victor G.
 FOB _____

Qty	Description	Unit Price	TOTAL
	Job #. North Housing PSH-1. "Estuary1"		
5.1	Per C-3. RE-route downspout go thru canopy roof deck and connect it to existing downspout	\$3,378.65	
	Removed existng 2x3" d/s. and install. 3"x4". Downspout	\$350.00	
	<div style="border: 1px solid red; padding: 2px; display: inline-block;">C-file 7</div> 		

Payment Details

Cash
 Check

 Name _____

total	\$3,728.65
Balance due	
Retainage	\$0.00
deposit	
Total Due	\$3,728.65

Office Use Only

email:eagle.sheetmetal@yahoo.com

Payment Due upon Completion

We appreciate your business

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.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing 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.

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. 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.

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:** : 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, (LMLP), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects 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 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 LMLP.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by LMLP. 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 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. LMLP reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify 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.



ISLAND CITY DEVELOPMENT

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

ITEM 6.A

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: March 18, 2026

Re: Adopt a Resolution to Adopt the Second Amended and Restated By-Laws of Island City Development

BACKGROUND

Island City Development (ICD) is a non-profit public benefit corporation affiliated with the Housing Authority of the City of Alameda. The Corporation's sole activity is to benefit and support the mission of the Housing Authority and the City of Alameda. ICD achieves its charitable purposes by developing housing for low-income households. ICD was incorporated in 2014 to increase the role the Housing Authority plays in affordable housing development in the City of Alameda. The by-laws were most recently amended and restated in April 2022.

DISCUSSION

Staff and General Counsel have reviewed the by-laws for ease of administration, clarity, and consistency with the by-laws of the Housing Authority of the City of Alameda and its affiliates. The following changes are proposed to the by-laws:

Section 5.1 Powers - The proposed language allows the Board to delegate management activities to any person or persons, a management company, or committees, provided that the activities shall all be exercised under the ultimate direction of the Board. The new language provides for actual practice, as ICD has several contracts that direct management activities, including the development services agreement with the Housing Authority, and property management contracts for site management of affordable housing.

Section 5.7 Term - The proposed language allows a director whose term has expired to remain on the Board until a successor director has been designated and qualified. The new language assures that the board is able to maintain filled positions and avoid gaps, which is important for a small board.

Section 5.13 Annual Meeting - The proposed language adds an annual meeting for consistency with the Housing Authority and its affiliates. It should be noted that ICD is on a different fiscal year than AHA and this annual meeting will likely be on a different date than the Housing Authority.

Section 5.17 Notice - The proposed language allows for forty-eight (48) hours' notice for special meetings. This language is in compliance with Corporations Code 5211. Regular



meetings still require not less than seventy-two hours' notice.

Section 7.3 Contracts - The proposed language provides for another board member to approve contracts for less than Two Hundred Fifty Thousand Dollars if the president is not available. This language provides ongoing normal operations in the absence of the president.

Section 7.8 Amendment of Bylaws – The proposed language retains the AHA Board of Commissioners prior approval for amendments to bylaws, but removes the requirement that this approval be in writing.

A redline of the proposed changes has been prepared with advice of Counsel and is attached. The ICD Board may adopt the proposed changes to the by-laws after prior approval from the Housing Authority Board of Commissioners.

FISCAL IMPACT

None

CEQA

Not Applicable

RECOMMENDATION

Adopt a Resolution to Adopt the Second Amended and Restated By-Laws of Island City Development

ATTACHMENTS

1. ICD 6A Second Amended and Restated Bylaws
2. Proposed Second Amended and Restated Bylaws Island City Development Corporation
3. Resolution 2026-01 Second Amended and Restated Bylaws

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



Agenda Item 6.A

March 18, 2026

ICD Board of Directors Meeting

PRESENTED BY SYLVIA MARTINEZ
DIRECTOR OF HOUSING DEVELOPMENT



Island City Development

6a. Adopt and Ratify the Second Amended and Restated By-Laws of Island City Development*

* the Board of Directors is advised that the Housing Authority Board of Commissioners approved the adoption of the Second Amended and Restated By-laws of the Island City Development on March 18, 2026.



Proposed ByLaw Changes

Section 5.1 Powers - Allows Board to delegate management activities to any person or persons, a management company, or committees - provides for actual practice, as ICD has several contracts that direct management activities, including the AHA development services agreement and property management contracts

Section 5.7 Term - Allows the Executive Director of AHA to appoint successor directors to maintain filled positions and avoid gaps.

Section 5.13 Annual Meeting - Adds an annual meeting for consistency with the Housing Authority and its affiliates.

Section 5.17 Notice - Allows for 48 hours' notice for special meetings, in compliance with CA Code 5211. Regular meetings still require 72 hours notice

Section 7.3 Contracts - Provides for another board member to approve contracts for less than Two Hundred Fifty Thousand Dollars if the president is not available.

Section 7.8 Amendment of Bylaws – Provides that the AHA Board of Commissioners should give prior approval, but that this approval does not need to be “written.”



Questions or Comments



SECOND AMENDED AND RESTATED BYLAWS OF
ISLAND CITY DEVELOPMENT
A California Nonprofit Public Benefit Corporation

ARTICLE 1.
NAME

Section 1.1 Name. The name of this Corporation is Island City Development (the "Corporation").

ARTICLE 2.
OFFICE

Section 2.1 Principal Office. The principal office for the transaction of affairs and activities of the Corporation is located at 701 Atlantic Avenue, Alameda, CA 94501. The Board of Directors of the Corporation (the "Board") may change the principal office from one location to another. Any change shall be noted on these Bylaws, or this section may be amended to state the new location.

Section 2.2 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities

ARTICLE 3.

Section 3.1 Supporting Organization Under IRC §509(a)(3). This Corporation has been organized and shall operate exclusively to support the Housing Authority of the City of Alameda. ("HACA" or "AHA") and shall be operated in connection with that organization as specified in Internal Revenue Code §509(a)(3). If AHA (1) shall cease to be an organization described in Internal Revenue Code §170(b)(1)(A)(iv), §501(c)(3) and §509(a)(1) or §509(a)(2), or (2) shall substantially abandon the charitable purposes that this Corporation is organized to support, the directors shall designate a publicly supported charitable organization as described in Internal Revenue Code §170(b)(1)(A)(iv), §501(c)(3) and §509(a)(1) or §509(a)(2), in substitution for AHA, for purposes of Article 2 of the Articles of Incorporation.

ARTICLE 4.
MEMBERS

Section 4.1 Members. This Corporation shall have no members.

ARTICLE 5.
DIRECTORS

Section 5.1 Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, all powers and activities of the Corporation shall be exercised directly by or under the ultimate direction of the

Board. The Board may delegate the management of the activities of the Corporation to any person or persons, a management company, or committees, however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 5.2 Borrowing: Funds. The Board shall have the power to borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidence of debt and securities.

Section 5.3 Number of Directors. The number of directors shall be three (3) unless a greater or lesser number is authorized by the Executive Director of AHA.

Section 5.4 Compensation and Reimbursement of Directors. The directors shall serve without compensation though they may be reimbursed for their expenditure of monies on behalf of the Corporation.

Section 5.5 Restriction on Interested Persons as Directors. No more than forty-nine percent (49%) of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, and (b) father, mother, parent, son, daughter, child, brother, sister, sibling, uncle, aunt, first cousin, nephew, niece, husband, wife, registered domestic partner, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, other relation by marriage, half-brother, half-sister, descendant or his/her partner of such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 5.6 Appointment and Qualification of Directors. Subject to Sections 5.9 and 5.10 below and as set forth below, the initial directors shall be appointed by the AHA's Board of Commissioners, and all subsequent directors shall be appointed by the Executive Director of AHA. The Executive Director of AHA shall appoint directors meeting the following criteria. (each a "Designated Director"):

- (a) A current Housing Authority of the City of Alameda Commissioner.
- (b) The Current Executive Director of the Housing Authority of the City of Alameda, and
- (c) A current or past employee of the Housing Authority of the City of Alameda

If a Designated Director (except a director described in (c) above) ceases to be an employee or Commissioner of AHA or, as applicable, a member of the executive cabinet of AHA such person shall automatically cease to be a director of the Corporation. If one or more Designated Director positions shall cease to exist (such as by reorganization of AHA or

otherwise), the Executive Director of AHA shall designate one or more new Designated Director positions, as needed, and shall appoint directors to those positions. If there shall cease to be either an acting or permanent Executive Director of AHA, the duties and powers of the Executive Director of AHA under these Bylaws shall be exercised by the Board of AHA.

Section 5.7 Term. The initial directors of the Corporation shall serve for a term beginning on the date on which the Articles of Incorporation of the Corporation are filed with the Secretary of State and ending two (2) years from the date of filing. At such time and thereafter, the Executive Director of AHA shall appoint successor directors to serve as directors of the Board for a term of two (2) years and until a successor director has been designated and qualified.

Section 5.8 Vacancies on the Board. A vacancy shall be deemed to exist in the event that the actual number of directors is less than the authorized number for any reason.

Section 5.9 Removal of Directors. The Executive Director of AHA may remove any director with or without cause.

Section 5.10 Resignations of Directors. Except as provided below, any director may resign by giving written notice to the president or secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. Except on notice to the Attorney General of California, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 5.11 Filling Vacancies. Vacancies shall be filled as provided for in Section 5.6.

Section 5.12 Meetings of the Directors. Regular meetings shall be held at least quarterly in a year at such time and place as shall from time to time be fixed by the directors for the purpose of organization, election of officers and the transaction of other business.

Section 5.13 Annual Meeting. The Board shall hold an annual meeting for the purpose of organization, election of officers and the transaction of other business. Annual meetings shall be held on a date determined by the Board.

~~Section 5.13~~ Section 5.14 Meetings by Telecommunication. Any Board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if both the following apply:

- (1) Each member participating in the meeting can communicate concurrently with all other members.
- (2) All persons participating in the meeting can hear one another.
- (3) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific

action to be taken by the Corporation.

~~Section 5.14~~Section 5.15 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the president or only two (2) directors.

~~Section 5.15~~Section 5.16 Director Voting. Each director shall have one vote on each matter presented to the Board of Directors for action. No director may vote by proxy.

~~Section 5.16~~Section 5.17 Notice. Subject to public law requirements, notice of regular and special meetings shall be given to each director not less than four (4) days prior to the meeting if delivered by first class mail or not less than seventy-two (72) hours for regular meetings or forty-eight (48) hours for special meetings prior to the meeting if the notice is delivered (1) personally, (2) by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or by electronic transmission, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (3) by facsimile; (4) by electronic mail; or (5) by other electronic means. All such notices shall be given or sent to the director's address, telephone number, facsimile number or electronic mail address as shown on the Corporation's records. The notice must state the date and time of the meeting and the place of the meeting if it is other than the principal office of the Corporation. When required, public notice of a meeting shall be posted pursuant to Government Code Sections 54950-54963.

~~Section 5.17~~Section 5.18 Waiver of Notice. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

~~Section 5.18~~Section 5.19 Quorum. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the directors present at a duly held meeting of which a quorum is present shall be the act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (1) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (2) approval of certain transactions between corporations having common directorships, (3) creation of and appointments to committees of the Board, and (4) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some directors from that meeting, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

~~Section 5.19~~Section 5.20 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment to another time and place shall be given to the directors who were not present at the time of the adjournment.

~~Section 5.20~~Section 5.21 Action Without a Meeting. Any action that the Board is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to the action. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

~~Section 5.21~~Section 5.22 Committees of Directors. The Board may, by resolution adopted by a majority of the directors then in office, designate one (1) or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by majority vote of the directors then in office. Any committee, to the extent provided in the resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any committee;
- (b) Fix compensation of directors for serving on the Board or any committee;
- (c) Amend or repeal bylaws or adopt new bylaws;
- (d) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (e) Appoint any other committees of the Board or the members of these committees; or
- (f) Approve any self-dealing transaction.

~~Section 5.22~~Section 5.23 Committee Meetings. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of this Article IV concerning meetings of directors, with such changes in the context of these Bylaws as are necessary to substitute the committee and its members for the Board and its members. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of Bylaws concerning meetings of directors.

~~Section 5.23~~Section 5.24 Standard of Care- General. A director shall perform the duties of a director, including duties as a member of any committee of the Board on which the director may serve, in good faith, in a manner such director believes to be in the best interest of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One (1) or more officers or employees of the Corporation whom the

director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants, or other persons as to matters which the director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as in any such case, the director acts in good faith, after reasonable inquiry when the need thereof is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except in the case of a self-dealing director, as described in Section 5.25 of these Bylaws, a person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation, or assets held by it, are dedicated.

~~Section 5.24~~Section 5.25 Standard of Care-Investments. Except with respect to assets held for use or used directly in carrying out this Corporation's charitable activities, in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing this Corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of this Corporation's capital. The provisions of Section 5.23 of these Bylaws shall apply to this Section.

~~Section 5.25~~Section 5.26 Self-Dealing Transactions. Except as provided below, the Board shall not approve a self-dealing transaction. A self-dealing transaction is one in which the Corporation is a party and in which one (1) or more of the directors has a material financial interest as defined in the Corporation's Conflict of Interest policy or if no such policy exists then as it is generally defined, or a transaction between this Corporation and any entity in which one (1) or more of its directors has a material financial interest as defined In the Corporation's Conflict of Interest policy or if no such policy exists then as it is generally defined. The Board may approve a self-dealing transaction if a majority of the Board, not including the self-interested director, determines that the transaction is fair and reasonable to this Corporation and, after reasonable investigation under the circumstances, determines that it could not have secured a more advantageous arrangement with reasonable effort under the circumstances.

~~Section 5.26~~Section 5.27 Inspection. Every director shall, at his or her own expense, have the absolute right at any reasonable time during the business hours of the Corporation to inspect and copy all books, records, and documents, and to inspect the physical properties of this Corporation.

ARTICLE 6. OFFICERS

Section 6.1 Officers of the Corporation. The officers of the Corporation shall be a president, vice-president, and a secretary/treasurer. Each appointed officer shall have the title

and authority, hold office for the period, and perform the duties specified in the Bylaws or established by the Board. The Corporation may also have at the Board's discretion, such other officers as may be appointed in accordance with Section 5.3 of these Bylaws. Any number of offices may be held by the same person, except that the secretary/treasurer may not serve concurrently as the president.

Section 6.2 Appointment of Officers. Except as otherwise provided herein, the Board shall designate all officers of the Corporation for terms of two (2) years or until their successors are designated and qualified. Officers of the Corporation shall be the Executive Director of AHA; a current Commissioner of AHA, and a current AHA employee. An officer's term shall be ended and his or her position deemed vacant upon the officer's ceasing to be an Executive Director or Commissioner of AHA.

Section 6.3 Other Officers. The Board may appoint or may authorize the president or other officer, to appoint any other officers that the Corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

Section 6.4 Removal of Officers. Any officer may be removed with or without cause by the Board or the Executive Director of AHA at any time.

Section 6.5 Resignation of Officers. Any officer may resign at any time by giving written notice to the president or secretary of the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall not affect the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 6.6 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided, however, that vacancies may be filled as they occur.

Section 6.7 Reimbursement of Expenses. The Corporation shall provide reimbursement for monies expended on behalf of the Corporation by its officers.

Section 6.8 President. The president shall serve as the chief executive officer of the Corporation and shall be responsible for conducting the affairs of the Corporation in a manner consistent with the policies and directives of the Board. The president shall preside at meetings of the Board and shall exercise and perform such other powers and duties as may from time to time be assigned to the president by the Board. Subject to the control of the Board, the president shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers. The president shall have such other powers and duties as the Board of the Bylaws may require.

Section 6.9 Secretary. The secretary shall have the following duties:

(a) The secretary shall keep, or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized and the notice given.

(b) The secretary shall keep or cause to be kept at the Corporation's principal office, a copy of the Articles of Incorporation and Bylaws of the Corporation, as amended to date.

(c) The secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The secretary shall keep the corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 6.10 Treasurer. The treasurer shall have the following duties:

(a) The treasurer shall be the chief financial officer of the Corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times during the business hours of the Corporation.

(b) The treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the president and the Board, when requested, an account of all transactions as treasurer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as the Board or the Bylaws may prescribe.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Fiscal Year. The fiscal year of this Corporation shall be determined by resolution of the Board.

Section 7.2 Corporate Seal. This Corporation may have a seal which shall be specified by resolution of the Board. The seal may be affixed to any corporate instruments, as directed by the Board or any of its officers, but failure to affix it shall not affect the validity of the instrument.

Section 7.3 Contracts. All contracts entered into on behalf of this Corporation must be authorized by the Board, or, where the contract is for less than Two Hundred Fifty Thousand

Dollars (\$250,000), by the president, or if the president is absent or on leave, another director of the Board member.

Section 7.4 Execution of Checks. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of the Corporation shall be signed by such individuals as are authorized by the Board.

Section 7.5 Indemnification. This Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law, against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative.

In all cases where indemnification is sought, the Corporation shall be subject to the following restrictions and requirements:

(a) Where the action or proceeding *is* brought on behalf of the Corporation or involves self-dealing transactions, as defined in Section 5.25 of these Bylaws, the Corporation shall not indemnify against amounts paid in settlement or judgment amounts, but shall, upon the express authorization of the Board, indemnify the director, officer, employee or agent against expenses incurred in defense of an action arising from his or her relation to the Corporation. To indemnify in such cases the Board must find the person met the statutorily prescribed standard of care by acting (1) in good faith, (2) in the best interests of the Corporation, and (3) with the care of an ordinarily prudent person.

(b) Where the person seeking indemnification under this section has been held liable to the Corporation or has settled his or her liability to the Corporation, the Corporation shall not indemnify against expenses without the approval of the court or the Attorney General.

(c) The Board shall determine whether the person seeking indemnification has acted in accordance with the standard of care set forth in subsection (a) of this section by a majority vote of a quorum consisting of disinterested directors. The termination of any proceeding in a manner adverse to the defendant seeking indemnification shall not create a presumption that such person failed to meet the standard of care.

(d) Where the person seeking indemnification has been successful on the merits in defense of any action or proceeding brought on behalf of the Corporation or in defense of any claim or issue involved in such action or proceeding, the Corporation shall indemnify against all expenses actually or reasonably incurred.

(e) The Corporation shall not advance any money to the person seeking indemnification for the purpose of defending against any action or proceeding without the receipt of an undertaking by such person to repay all advances unless it is ultimately determined that he or she is entitled to indemnification.

Section 7.6 Insurance. The Board may adopt a resolution authorizing the purchase of insurance on behalf of any director, officer, employee or agent of this Corporation against any liability asserted against or incurred by the director, officer, employee or agent in such capacity or arising out of the director's, officer's, employee's or agent's status as such, whether or not this corporation would have the power to indemnify the director, officer, employee, or agent against that liability under law; except, the Corporation may not purchase insurance to protect self-dealing directors (as defined in Section 5.25 of these Bylaws) from liability.

Section 7.7 Annual Report to Directors. The president shall furnish a written report at the ~~first regular~~annual meeting of the fiscal year to all directors of this Corporation containing the following information:

(a) The assets and liabilities, including the trust funds, of this Corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) The revenue or receipts of this Corporation both unrestricted and restricted for particular purposes, for the fiscal year;

(d) The expenses or disbursements of this Corporation, for both general and restricted purposes during the fiscal year.

(e) An independent accountants' report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

The president must furnish a written report to all directors that lists every transaction during the prior fiscal year involving Fifty Thousand Dollars (\$50,000) or more between this Corporation or a subsidiary and any director or officer of this Corporation or a subsidiary. The report must disclose the name of the director or officer and the person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest. The president must also furnish an annual written report to all directors disclosing the amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the prior fiscal year to any officer or director of the Corporation.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors and to any member who requests it in writing. If the Board approves, the corporation may send the report and any accompanying material sent pursuant to this section by electronic transmission. If a report sent to the Attorney General in compliance with the requirements of Government Code Sections 12580-12599.7 includes the information required on the annual report, then the

corporation may furnish a copy of its report to the Attorney General in lieu of the annual report whenever it is required to furnish an annual report.

Section 7.8 Amendment of Bylaws. The Bylaws may be amended or repealed and new Bylaws adopted by the vote of a majority of all the members of the Board, provided that any amendment to the Bylaws must receive the prior ~~written~~ approval of AHA's Board of Commissioners. Such amended or newly adopted Bylaws shall take effect immediately.

Section 7.9 Applicable Law. This Corporation shall be subject to any and all applicable state, federal and local laws, including, but not limited to, such laws as may be applicable as a result of the Corporation's affiliation with AHA.

CERTIFICATION OF SECRETARY

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Island City Development, a California nonprofit public benefit Corporation; and

That the foregoing Bylaws, comprising twelve (12) pages, constitute the Second Amended and Restated Bylaws of such Corporation as adopted and ratified by the directors of the Corporation at a duly constituted meeting held on March 18, 2026.

IN WITNESS THEREOF, I have hereunto subscribed my name, this 18th day of March, 2026.

Alicia Southern, Secretary

ISLAND CITY DEVELOPMENT

Resolution No. 2026-01

ADOPT THE ISLAND CITY DEVELOPMENT SECOND AMENDED AND RESTATED BY-LAWS FOR THE ISLAND CITY DEVELOPMENT

At a duly constituted meeting of the Board of Directors (the “Board”) of Island City Development, a California nonprofit public benefit corporation (the “Corporation”), held on March 18, 2026, the following resolution was adopted:

WHEREAS, the Corporation was formed as a public benefit corporation established to operate exclusively to support the Housing Authority of the City of Alameda ("AHA");

WHEREAS, the Board of Directors of the Corporation ratified the By-Laws of Island City Development on December 17, 2014, and ratified by the Amended and Restated By-laws of Island City Development on May 25, 2022;

WHEREAS, the Board of Directors desire to amend and restate the By-Laws as set forth in the Second Amended & Restated By-Laws of Island City Development, attached hereto as Exhibit A and incorporated herein by this reference, to clarify delegation of authority for management activities of the Corporation, allow for a director to remain on the Board of Directors upon expiration of their term until a new director has been appointed, provide for an annual meeting, update the amount of time notice must be given for meetings, clarify delegation of authority to execute contracts in the Board president's absence, and other conforming updates; and

WHEREAS, the Housing Authority of the City of Alameda has given prior approval of the Second Amended and Restated By-Laws of Island City Development, at a duly constituted meeting of the Board of Commissioners on March 18, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ISLAND CITY DEVELOPMENT, in a regular meeting assembled on March 18, 2026 as follows:

1. The above recitals set forth above are true and correct, and together with the staff report, form the basis for the Board of Director’s actions as set forth in this Resolution.
2. The Second Amended and Restated By-Laws of Island City Development attached as Exhibit A and incorporated into this Resolution are hereby approved and adopted.
3. The President and/or Secretary of the Corporation, acting alone, or together to the extent required , on behalf of Island City Development, is authorized and directed to execute any and all necessary documents required by the California Secretary of States’ Office and/or the Internal Revenue Service, and any and all other types of agreements or documents necessary to amend and restate the By-Laws as contemplated in this Resolution.

4. This Resolution shall take effect immediately.

CERTIFICATE OF SECRETARY

I, Alicia Southern, hereby certify that I am the duly elected, qualified Secretary of Island City Development, a California nonprofit public benefit corporation, organized and existing under the laws of the State of California, and the foregoing Resolution was adopted at a duly constituted meeting of the Corporation held on March 18, 2026.

Dated: March 18, 2026

Alicia Southern, Secretary