



## ISLAND CITY DEVELOPMENT AGENDA

**AGENDA**                    **SPECIAL MEETING OF ISLAND CITY DEVELOPMENT**  
**DATE & TIME**            **Monday, April 13, 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

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One tap mobile

+16694449171,,85229497654#,,,,\*141405# US

+12532158782,,85229497654#,,,,\*141405# US (Tacoma)

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](mailto:rnanavati@alamedahsg.org) or [hainfo@alamedahsg.org](mailto: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. Motion to Accept the Order of the Board of Directors Agenda for for the April 13, 2026 meeting.
4. PUBLIC COMMENT (Non-Agenda)
5. Closed Session - 7:02 p.m. - Adjournment to Closed Session to Consider
  - A. Conference with Legal Counsel -Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: One potential case
6. Adjournment of Closed Session
7. Reconvene Special Meeting
8. CONSENT CALENDAR (Action)
  - A. Approve the Minutes of the Regular ICD Board of Directors Meeting held on March 18, 2026.
  - B. Accept the Monthly Overview Report for the Housing Development Department.
  - C. Approve the Update to the 2021-2026 Reserve Policy (2026).
  - D. Receive a Report on the Reappointment of Board Member Alicia Southern for a Term Ending April 15, 2028.
  - E. Authorize the President to Negotiate and Execute a Seventh 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 \$6,000.00 to a new maximum not to exceed contract amount pf \$204,365.66 for the total term.
  - F. Authorize the President to Negotiate and Execute a Seventh Amendment to the Consultant Services Contract between Gubb and Barshay and Mosley and Mabuhay LP (Estuary II) for ongoing environmental legal services with Nixon Peabody LLP increasing the maximum not to exceed Contract Amount by \$6,000.00 to a new maximum not to exceed amount of \$204,365.67 for the total term, including extensions.



- G. Authorize the President to Negotiate and Execute a Seventh Amendment to the Consultant Services Contract between Gubb and Barshay and Lakehurst and Mosley LP (Estuary I) for ongoing environmental legal services with Nixon Peabody LLP increasing the maximum not to exceed Contract Amount by \$6,000.00 to a new maximum not to exceed contract amount of \$194,365.67 for the total term, including extensions.
- H. Authorize and Approve the President to Negotiate and Execute a Second Amendment to the Amended and Superseded Consultant Services Contract between ENGEIO Incorporated, the Housing Authority of the City of Alameda, and Lakehurst and Mosley LP (Estuary I) for geotechnical and environmental services extending the contract term an additional six months to December 31, 2026.
- I. Authorize and Approve the President to Negotiate and Execute a Second Amendment to the Amended and Superseded Consultant Services Contract between ENGEIO Incorporated, the Housing Authority of the City of Alameda, and Mosley and Mabuhay LP (Estuary II) for geotechnical and environmental services extending the contract term an additional six months to December 31, 2026.
- J. Authorize and Approve the President to Negotiate and Execute a Second Amendment to the Amended and Superseded Consultant Services Contract between ENGEIO Incorporated, the Housing Authority of the City of Alameda, and Mabuhay and Lakehurst LP (Linnet Corner) for geotechnical and environmental services extending the contract term an additional six months to December 31, 2026.

9. NEW BUSINESS

- A. Approve a Resolution for the Amended and Restated Procurement Policy for Island City Development effective immediately.

10. NON-AGENDA (Public Comment)

11. WRITTEN COMMUNICATIONS

12. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF

13. 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 [rnnavati@alamedahsg.org](mailto:rnnavati@alamedahsg.org). Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.



- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Directors exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist Island City Development's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help Island City Development accommodate these individuals.

**IF YOU WISH TO ADDRESS THE BOARD:**

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





**DRAFT UNTIL APPROVED**

**AGENDA**                    **MEETING OF THE BOARD OF DIRECTORS**  
**TYPE**                      **Regular**  
**DATE**                      **Wednesday, March 18, 2026**  
**TIME**                       **7:02 p.m.**

*Counsel Gabrielle Janssens from Goldfarb and Lipman was present.*

**1. CALL TO ORDER AND ROLL CALL**

*The Board of Directors meeting was called to order at: 8:36 p.m.*

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

**2. REMOTE PARTICIPATION PURSUANT TO RALPH M. BROWN ACT - Chair will identify whether any Directors are attending the meeting via teleconference pursuant to the Brown Act.**

*Director Cooper identified that all Board Directors attended in-person and not via teleconference.*

**3. PUBLIC COMMENT (Non-Agenda)**

No public comment was received.

**4. Motion to Accept the Order of the Board of Directors Agenda for the March 18, 2026 Meeting**

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

Ayes 3  
Nays 0  
Abstain 0



**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 Regular ICD Board of Directors Meeting held on January 21, 2026.
- 5-B.** Accept the Quarterly Stabilization Report for The Estuary I.
- 5-C.** Accept the Quarterly Development Report for The Estuary II.
- 5-D.** Accept the Quarterly Stabilization Report for Linnet Corner.
- 5-E.** Accept the Quarterly Overview Report for the Housing Development Department.
- 5-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.
- 5-G.** Approve the Quarterly Write-off, to December 31, 2025, of Uncollectible Accounts Receivable from Former Residents.
- 5-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).
- 5-I.** Accept a Report on Estuary I and Linnet Corner Cost Certification Draft Results.
- 5-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.
- 5-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.

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

Ayes 3  
Nays 0  
Abstain 0

**6. NEW BUSINESS**

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

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



Ayes 3  
Nays 0  
Abstain 0

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

No public comment was received 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 8:45 p.m.*





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: April 13, 2026

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

**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.

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). The AHA Board approved options for ground leases for ICD pipeline projects (Estuary II & The Poplar). There is also a conditional Project-Based Voucher commitment for Estuary II, for forty Project-Based Vouchers. However, due to HUD shortfall this cannot be funded at this time due.

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 is in its 90 days of 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. The State has released an opportunity to obtain its funding early, which would save on construction interest costs, starting April 15. Staff will prepare a package and see if this is a viable alternative for this project.
- Estuary II – Staff has started the new 2026 application cycle. It has submitted an application to the Federal Home Loan Bank and anticipates more applications in the spring. The March AHP application is scheduled for award notifications in June 2026. Staff is also discussing funding alternatives with the State of California, if available,



- including the extension and augmentation of existing awards.
- North Housing Master Plan – Staff expects the release of the EBMUD infrastructure bond in the next month. The City infrastructure bond will be released summer of 2026. Both bonds are pending final review of the completed work and the first year guarantee.
  - 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 in March. Please see the related Board report on financing options.

#### 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 reviewing the draft 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. A new intern will be working part-time on asset management and other tasks.

#### **FISCAL IMPACT**

None

#### **CEQA**

Not Applicable

#### **RECOMMENDATION**

Accept the Monthly Overview Report for the Housing Development Department.

#### **ATTACHMENTS**

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors  
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: April 13, 2026

Re: Approve the Update to the 2021-2026 Reserve Policy (2026).

**BACKGROUND**

The Housing Authority of the City of Alameda (AHA) is an 85-year-old entity, with approximately eight hundred rental homes in its portfolio, and an active pipeline of an additional seven hundred affordable rental apartments. It is the largest multifamily rental owner in the City of Alameda and supports an additional 3,000 renter households through its Housing Choice Voucher Program. To maintain the stability of the organization, and continue its mission of providing safe, decent, affordable housing, AHA must be careful stewards of its financial assets with an eye to protecting, preserving, and producing affordable housing.

In April 2021, the Board Retreat focused on the opportunities and requirements of an updated Reserve Policy. The Board discussed the goals of a Reserve Policy as providing security for the organization, maintenance of its existing portfolio over the property lifecycle, and planning for growth through land banking, pre-development for new projects, and long-term subsidy to affordable developments. A list of some of the tools and considerations is below:

1. An operating reserve – following best business practices.
2. Liquidity – following best business practices and the requirements of the AHA lenders and investors.
3. Re-investment and maintenance of the existing portfolio – Immediate and major recapitalizations are needed throughout the portfolio
4. Land banking for new housing developments – AHA needs to acquire property for future developments.
5. Pre-development investment in new construction sites – Projects need to be designed and prepared to apply for state, federal and private financing to build.
6. Long-term subsidy, in the form of residual receipts loans, subsidized ground leases, and other long-term investments in affordable housing – Local investment is required to leverage state, federal and private financing. These ground leases and loans are typically for 99 years (ground leases) or 55 years (loans) that are paid only if the property has sufficient funds after all other expenses (payable by residual receipts). Cash flow is typically shared with other public lenders.

In April 2021, the Board established the Alameda Affordable Housing Trust Fund (AAHTF),



as part of the assets that AHA and its affiliate, the Alameda Affordable Housing Corporation (AAHC), utilize toward the goals of the reserve policy. The AAHTF has generated nearly \$3,900,000 in State of California and private donor matching funds thus far.

In October 2021, the Board approved a Reserve Policy delineating how assets should be directed and committed. The Board also directed that at least mid-year updates be provided on the Policy. Staff has alerted the Board each time a project has utilized funds for production investments and has provided an annual overall update on the Reserves Policy.

## **DISCUSSION**

As the Executive, Finance, and Housing Development staff prepares the Fiscal Year 2026-27 budget, they assess both the need for reserves in the various categories, and the funds that might be available for further allocation.

Reserves funding held by AHA and AAHC of approximately \$22,000,000 has been identified as the working estimate of cash available to the agency as of January 2026 (see attached chart) and is net of previously encumbered Board-approved funds not yet disbursed for projects. This balance is less than in prior years because long-term investments have already been made to the portfolio and taken out of the available cash reserve. The documents include shorter-term pre-development loans in the Reserves Policy to track amounts in the reserve more closely.

In the 2026 recommendations, staff continues following the three-category approach of Operating Reserve, Preservation, and Production, as follows:

Operating Reserve: Staff proposes to update the agency's operating and liquidity reserve to \$7,300,000 million dollars.

- a. This funding level represents three months of agency operations including the payments that would be needed for the housing assistance payments (HAP) that the AHA makes to landlords on behalf of tenants only if the Board of Commissioners approve the use of this reserve to pay for HAP if there is a funding shortfall which already exists as of the date of this memorandum. The estimated agency operating costs and HAP payments are from the 2025-26 budget. Note: HUD will not reimburse AHA if it uses non-federal funds for HAP. However, since a large percentage of HAP goes to AHA-owned and affiliated properties, staff recommends using this higher level of reserves.
- b. This amount meets funder and regulatory operating and liquidity requirements. Novogradac (AHA's financial auditors) best practice would be 3 months' office operations, excluding HAP, which would be approximately \$5 million based on current operations. The staff recommendation is more conservative as it is based on AHA's budget when fully staffed.
- c. In recent years, current year savings in operations and unspent Preservation and Production/development funds have supported the operating reserve, in addition to actual cash held at the beginning of the period. However, in this Reserves Policy, this has not been included due to lack of rent growth and increasing costs at properties due to inflationary pressures and aging sites.
- d. There are several key areas where funds could grow in 2026–27. First is approximately \$2 million in expected development fees received for Rosefield, Estuary



I and Linnet. A second source is refund of property taxes by the County of Alameda (approximately \$470,000) due to the passing of AB 1528 (property held by Alameda Affordable Housing Corporation is exempt from taxation, and refunds are due for monies paid). Finally, there may be proceeds from the Eagle and Parrot Village refinance planned for summer of 2026. Staff recommend taking a more conservative approach and excluding these sources until actually received.

Preservation Fund – \$6,400,000. In 2021, the Board authorized \$9 million over the next five years to construction in progress (CIP) work on the existing portfolio and identified in excess of \$10 million of work. From 2021 until March 2026, \$4.2 million was spent on capital work on our existing portfolio (not including the scattered site acquired buildings and the development of Estuary I and Linnet Corner). For 2026-27, staff has identified \$6.4 million in needed work, in addition to regular unit turns and operating repair costs. A draft of Exhibit C of the 2026-27 Budget memo (planned for June approval) has additional details on planned renovations.

Production Fund – The proposed allocation of \$840,000 reflects both the mid-term and long-term commitments that were made in previous years, with the 2nd column showing amounts spent.

- a. North Housing Master Plan - In June 2023, the Board approved the use of \$4 million in reserves to cover the demolition and entitlement costs for the remaining 9 acres at North Housing. This funding has been spent on these infrastructure investments. In April 2024, the Board approved \$1,500,000, to support Estuary II (see January 2024 Housing Development Department Memo) and the master-plan costs at North Housing. Staff suggest retaining these funds for Estuary II or North Housing. Where possible, master-plan costs are meant to be repaid over time as future development occurs on the remaining nine acres. There will still be an opportunity to obtain such repayment with future development. The amount in this line item also includes five years of ongoing insurance and maintenance costs for the remaining 9 acres in the North Housing Master Plan.
- b. Poplar — In February 2024, the Board approved a \$2,100,000 predevelopment loan for the Poplar development to Island City Development. However, this site has other predevelopment sources available (e.g. AUSD ROPs, DTSC funds), so staff advise disencumbering funds from this predevelopment loan.
- c. Estuary II – This balance is the unused portion of existing project commitments from 2023 or prior. At a minimum, Estuary II will pay its share of ongoing insurance and maintenance costs for the undeveloped site. See March 2026 memo on future options for Estuary II.

#### MTW Flexibilities

AHA's MTW designation provides flexibilities that may allow the use of HUD reserves that were previously restricted. However, AHA is currently under HUD shortfall, and these HUD funds will be needed within the Housing Programs Department for other uses.

#### Uncommitted funds in the 2025-26 Reserve Policy



The present year's recommendations show a balance of \$2,560,000 in uncommitted funds. These funds can be held in reserve or be used in opportunities that may occur over the next year, with Board review and approval. In 2024, staff shared that the Board should not expect significant movement on the rest of North Housing for several years. Estuary II, portfolio-wide rehabilitation, and The Poplar continue to be priorities.

Potential uses of the balance could include:

- a. Additional funds for Estuary II – For this project to move forward, it needs additional subsidies. The Board could decide to allocate additional permanent loan funds to help the project be more competitive with applications.
- b. Funding for office renovations at 701 Atlantic – Staff had proposed renovations at 701 Atlantic to convert the maintenance garage into office space.
- c. Feasibility for syndication of existing projects – New federal policies are in place that make major renovations possible using 4% noncompetitive tax credits and tax-exempt bonds. Staff could conduct feasibility studies to see if any of AHA's sites could benefit from this funding source.
- d. Future Pre-development and Infrastructure Needs at North Housing — As shared in 2024, the next nine acres at North Housing will need a second phase of infrastructure planning, design and building permits which will take a minimum of three years. Staff estimates that the cost of design and backbone infrastructure for the remaining nine acres will be approximately \$28 million dollars. Staff could invest in one of the more time-consuming upgrades – the extension of water and sewer approvals from the East Bay Municipal Utility District (EBMUD). In addition, staff could hold a Request for Interest (RFI) to seek creative solutions or partnerships. A Request for Interest is a tool to engage potential development partners and other stakeholders to identify the relevant challenges and co-create strategies to solve those challenges and design a better structure to achieve the desired outcomes. Results from an RFI can generate ideas from both private and affordable developers, design teams, and funders.

### **FISCAL IMPACT**

The proposed update to the 2021-2026 AHA Reserve Policy outlines how current funds could be used to forward AHA's mission and responsibilities. If approved, the Policy outlines the next 12 months of investments. The Policy also indicates that the Board and staff must be diligent to pursue outside leverage responsibly and resources to grow AHA's impact. Other factors such as the upcoming Eagle Village and Parrot Village loan refinancing may impact this Reserves Policy.

### **CEQA**

Not applicable.

### **RECOMMENDATION**



April 13, 2026

Approve the Update to the 2021-2026 Reserve Policy (2026).

**ATTACHMENTS**

1. 12 C 2026 Reserve Policy Update
2. Proposed 2026 Update to Reserve Policy
3. 2027 Projected CIP\_Two year Plan

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

# 2026 Reserve Policy Update

April 15, 2026

Sylvia Martinez  
Director of Housing Development



[www.alamedahsg.org](http://www.alamedahsg.org)



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## Reserve Policy - Overview

- Category I: Operating Reserve
- Category II: Preservation
- Category III: Production
- Initiated: 2021
- Last update: 2024



[www.alamedahsg.org](http://www.alamedahsg.org)



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## New

- Production investments have gone from “Proposed” to “Final” for Estuary I and Linnet Corner
- Poplar has identified additional predevelopment funds
- Estuary II continues to need support
- CIP has been an increased focus



[www.alamedahsg.org](http://www.alamedahsg.org)



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## 2026: Operating reserves - \$7,300,000

- Remains calculated at approx. one month’s office and property budget plus one month’s HAP allocation.
- More conservative than Novogradac best practice of 3 months trailing office operations, excluding HAP



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## 2026: Preservation - \$7,800,000

- Preservation activities have sped up. Over \$6 million proposed for next fiscal year



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## 2026: Production - \$2,340,000

- Disencumber Short term predevelopment loan to ICD for The Poplar (approved February 2024)
- Retain Mid to long-term investment in North Housing for Estuary II and master plan infrastructure costs.
- Retain existing Estuary II awards



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## 2026: Estuary II Needs

- Soft funds increase competitiveness
- March 2026 – Board approved additional negotiations with HCD for additional funding
- Staff currently recommends holding onto additional funding allocations for later in 2026



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## Ongoing Monitoring and Search for Leverage

- Closely monitor available funds and short-term cash needs for preservation and production.
- Allocate new funds to NH and Estuary II if opportunity arises
- Leverage New Funding
  - Developer fees to be earned by end of 2026
  - Refund of property taxes
  - Potential proceeds from Eagle and Parrot Village Refinance





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<b>PROPOSED</b>	
<b>2026-27 Funding</b>	<b>Pct</b>
\$ 7,300,000	42%
\$ 7,800,000	45%
\$ 2,340,000	13%
<b>\$ 17,440,000</b>	

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**Staff Recommendation**

Approve the Update to the  
2021-2026 Reserve Policy (2026)

 [www.alamedahsg.org](http://www.alamedahsg.org) 

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**Questions or Comments?**



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**FY 2027 CIP PROJECTS**

PROPERTY	UNIT COUNT	UNIT COST	PROJECTED COSTS	2026-27	2027-28
<b>ABD</b>	<b>65</b>		<b>\$ 343,875.00</b>	<b>\$ 63,875.00</b>	<b>\$ 280,000.00</b>
Exterior Paint	1	ea.	\$ 105,000.00		\$ 105,000.00
Parking Boolards	10	\$ 450.00	\$ 4,500.00	\$ 4,500.00	
Asphalt Sealing/Striping	10500	\$ 0.75	\$ 7,875.00	\$ 7,875.00	
Unit radiant heaters	64	\$ 1,171.88	\$ 75,000.00		\$ 75,000.00
Bath Fans	64	\$ 101.56	\$ 6,500.00	\$ 6,500.00	
Elevator refurbish	1	ea.	\$ 100,000.00		\$ 100,000.00
Common Area Lighting	1	ea.	\$ 5,000.00	\$ 5,000.00	
Common Area Carpet	1	ea.	\$ 40,000.00	\$ 40,000.00	
<b>AHA OFFICE</b>	<b>1</b>		<b>\$ 2,860,500.00</b>	<b>\$ 104,000.00</b>	<b>\$ 2,756,500.00</b>
Maintenance Garage Renovation	1	ea.	\$ 2,500,000.00		\$ 2,500,000.00
New HVAC	9	\$ 11,555.56	\$ 104,000.00	\$ 104,000.00	
New Carpet	20000	\$ 5.00	\$ 100,000.00		\$ 100,000.00
New Paint	1	ea.	\$ 30,000.00		\$ 30,000.00
Lobby Renovation	1	ea.	\$ 86,000.00		\$ 86,000.00
Kitchen Patio Door	1	ea.	\$ 3,000.00		\$ 3,000.00
Kitchen Renovation	1	ea.	\$ 37,500.00		\$ 37,500.00
<b>CHINA CLIPPER</b>	<b>26</b>		<b>\$ 399,225.00</b>	<b>\$ 94,325.00</b>	<b>\$ 304,900.00</b>
Elevator Renovation	1	ea.	\$ 150,000.00		\$ 150,000.00
Asphalt Sealing/striping	13900	\$ 0.75	\$ 10,425.00	\$ 10,425.00	
Roofing	6500	\$ 10.00	\$ 65,000.00	\$ 65,000.00	
Bath Fans	26	\$ 150.00	\$ 3,900.00	\$ 3,900.00	
Common Area Flooring	3000	\$ 5.00	\$ 15,000.00	\$ 15,000.00	
Exterior Paint	1	ea.	\$ 86,000.00		\$ 86,000.00
Windows	26	\$ 2,650.00	\$ 68,900.00		\$ 68,900.00
<b>EAGLE VILLAGE</b>	<b>36</b>		<b>\$ 317,940.00</b>	<b>\$ 47,940.00</b>	<b>\$ 270,000.00</b>
Kitchen Cabinets/Countertops	36	\$ 7,500.00	\$ 270,000.00		\$ 270,000.00
Exterior Concrete	1020	\$ 47.00	\$ 47,940.00	\$ 47,940.00	
<b>ESPERANZA</b>	<b>120</b>		<b>\$ 1,201,800.50</b>	<b>\$ 53,800.50</b>	<b>\$ 1,148,000.00</b>
Asphalt Sealing/Striping	71734	\$ 0.75	\$ 53,800.50	\$ 53,800.50	
Replace Windows	120	\$ 2,650.00	\$ 318,000.00		\$ 318,000.00
Siding Repairs	1	ea.	\$ 150,000.00		\$ 150,000.00
Bath Fans	120	\$ 150.00	\$ 18,000.00		\$ 18,000.00
Sewer Lateral Certification	1	ea.	\$ 980,000.00		\$ 980,000.00
<b>INDEPENDENCE PLAZA</b>	<b>186</b>		<b>\$ 475,500.00</b>	<b>\$ 165,000.00</b>	<b>\$ 310,500.00</b>
Common Area Walkway Lighting	1	ea.	\$ 30,000.00	\$ 30,000.00	
Windows	450	\$ 690.00	\$ 310,500.00		\$ 310,500.00
Common Area Floor Coverings	27000	\$ 5.00	\$ 135,000.00	\$ 135,000.00	
<b>LINCOLN HOUSE</b>	<b>4</b>		<b>\$ 6,000.00</b>	<b>\$ 6,000.00</b>	<b>\$ -</b>
Exterior Lighting	4	\$ 250.00	\$ 1,000.00	\$ 1,000.00	
Laundry Water Heaters	2	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	
<b>LINCOLN WILLOW</b>			<b>\$ 35,000.00</b>		<b>\$ 35,000.00</b>
Sewer Lateral (separation from neighboring property)	1	ea.	\$ 35,000.00		\$ 35,000.00
<b>PARK ALAMEDA</b>	<b>62</b>		<b>\$ 144,050.00</b>	<b>\$ -</b>	<b>\$ 144,050.00</b>
Siding Repairs	1	ea.	\$ 1,500.00		\$ 1,500.00
Exterior Paint	1	ea.	\$ 112,000.00		\$ 112,000.00
Exterior Walkway Repairs	1	ea.	\$ 30,550.00		\$ 30,550.00
<b>PARROT GARDEN</b>	<b>8</b>		<b>\$ 22,500.00</b>	<b>\$ 22,500.00</b>	<b>\$ -</b>
Asphalt Sealing/Striping	26000	\$ 0.75	\$ 19,500.00	\$ 19,500.00	
Exterior Walkway Lighting	1	ea.	\$ 3,000.00	\$ 3,000.00	
<b>PARROT VILLAGE</b>	<b>50</b>		<b>\$ 453,500.00</b>	<b>\$ 101,000.00</b>	<b>\$ 352,500.00</b>
Tree Removal	2	3000	\$ 6,000.00	\$ 6,000.00	
Unit Gas Heaters	50	1900	\$ 95,000.00	\$ 95,000.00	
Windows	50	2650	\$ 132,500.00		\$ 132,500.00
Waste Water	50	2200	\$ 110,000.00		\$ 110,000.00
Domestic Water	50	2200	\$ 110,000.00		\$ 110,000.00
<b>PARU HOUSE</b>	<b>1</b>		<b>\$ 5,400.00</b>	<b>\$ 5,400.00</b>	<b>\$ -</b>
Exterior Paint	1	ea.	\$ 5,400.00	\$ 5,400.00	
<b>SHERMAN HOUSE</b>	<b>9</b>		<b>\$ 64,600.00</b>	<b>\$ -</b>	<b>\$ 64,600.00</b>
Main Service Panel	1	ea.	\$ 25,000.00		\$ 25,000.00
Domestic Water	9	\$ 2,200.00	\$ 19,800.00		\$ 19,800.00
Domestic Waste	9	\$ 2,200.00	\$ 19,800.00		\$ 19,800.00
<b>SHINSEI GARDEN</b>	<b>39</b>		<b>\$ 51,337.50</b>	<b>\$ 51,337.50</b>	<b>\$ -</b>
Asphalt Sealing/Striping	36450	0.75	\$ 27,337.50	\$ 27,337.50	
Exterior Walkway Repairs	4000	\$ 6.00	\$ 24,000.00	\$ 24,000.00	
<b>STANFORD HOUSE</b>	<b>4</b>		<b>\$ 29,600.00</b>	<b>\$ 29,600.00</b>	<b>\$ -</b>
Exterior Lighting	4	\$ 250.00	\$ 1,000.00	\$ 1,000.00	
Main Service Panel	1	ea.	\$ 25,000.00	\$ 25,000.00	
Sump Pump	2	\$ 1,800.00	\$ 3,600.00	\$ 3,600.00	
			<b>\$ 6,410,828.00</b>	<b>\$ 744,778.00</b>	<b>\$ 5,666,050.00</b>



**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: April 13, 2026

Re: Receive a Report on the Reappointment of Board Member Alicia Southern for a Term Ending April 15, 2028.

**BACKGROUND**

Per the bylaws, three ICD Board members serve as board of directors and officers. The Executive Director of the Housing Authority of the City of Alameda serves as the Board President. The Board President appoints a member of the Housing Authority Board of Commissioners to serve as an ICD Board member. The Board President appoints a current or former Housing Authority employee to serve as ICD Board member as well.

**DISCUSSION**

Director Southern was appointed in May 2024 for a two-year term, and is a current Housing Authority employee. Per the attached letter, the President has re-appointed Board member Alicia Southern for a renewed two-year term starting April 15, 2026.

**FISCAL IMPACT**

There is no fiscal impact for this action.

**CEQA**

Not applicable.

**RECOMMENDATION**

Receive a Report on the Reappointment of Board Member Alicia Southern for a Term Ending April 15, 2028.

**ATTACHMENTS**

1. 2026-4-15\_Reappointment\_ICD\_Board\_Director\_Southern

Respectfully submitted,

Sylvia Martinez, Director of Housing Development





# Island City Development

Fax: (510)-522-7848

TTY/TRS: 711

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701 Atlantic Avenue | Alameda, CA 94501

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April 15, 2026

Dear Island City Development Board of Directors,

I hereby reappoint Alicia Southern as Director of the Board of Island City Development for a two-year term ending April 15, 2028.

Section 5.7 of the Bylaws of Island City Development authorizes the Housing Authority Executive Director to reappoint Directors to the Board as follows:

*Term. The initial directors of the Corporation shall serve for a term beginning on the date on which the Articles of Incorporation 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.*

Thank you for your continued service to the Board of Island City Development. Please do not hesitate to contact me if you have any questions.

Regards,

DocuSigned by:

*Vanessa Cooper*

5AFA57239ECC484  
Vanessa Cooper

Executive Director

Housing Authority of the City of Alameda



# 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: April 13, 2026

Re: Authorize the President to Negotiate and Execute a Seventh 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 \$6,000.00 to a new maximum not to exceed contract amount pf \$204,365.66 for the total term.

## **BACKGROUND**

Island City Development (ICD) performs real estate development services for the North Housing project. ICD is the developer of North Housing Block A, which is the first phase of North Housing, with a total of 155 apartments, to be built as three separate projects: The Estuary I, The Estuary II, and Linnet Corner.

At the June 26, 2024 ICD Meeting, the Board ratified contracts with Gubb and Barshay for Low-Income Housing Tax Credit (LIHTC) and Real Estate Transaction Legal Services for a not-to-exceed contract amount between Gubb and Barshay and Lakehurst and Mosley LP of \$126,699 for Estuary I, a not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP of \$136,699 for Estuary II, and a not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP for \$136,699 Linnet Corner projects.

On July 23, 2024, the North Housing LP's entered into a First Amendment to the Consultant Services Contract with Gubb and Barshay to allow them to contract specialty legal services from Nixon Peabody LLP for environmental legal services and environmental scoping review for the North Housing Master Plan. The Second, Third, Fourth, Fifth and Sixth amendments also added funds to cover environmental legal services were approved by the Board

## **DISCUSSION**

The environmental closeout at North Housing is nearly complete and staff anticipates a minor amount of review with the U.S. Navy and Department of Toxic Substance Control to finalize the Soil Management Plan Report after all the work performed from 2023-2025 to complete Estuary I and Linnet Corner. The contract amendments request an additional \$18,000 for ongoing environmental legal services with Nixon Peabody LLP, to be split among the three contracts.



The new not-to-exceed contract amount between Gubb and Barshay and Lakehurst and Mosley LP is \$194,365.67 for Estuary I (an increase of \$6,000.00)

The new not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP is \$204,365.67 for Estuary II (an increase of \$6,000.00)

The new not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP is \$204,365.67 for Linnet Corner (an increase of \$6,000.00).

The legal services contract amendments are attached to this memo. Sufficient funds remain to complete the LIHTC portion of this contract.

### **FISCAL IMPACT**

The cost of the contract amendments discussed above is within the budget for the three proposed projects at North Housing Block A.

### **CEQA**

Not Applicable

### **RECOMMENDATION**

Authorize the President to Negotiate and Execute a Seventh 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 \$6,000.00 to a new maximum not to exceed contract amount of \$204,365.66 for the total term.

### **ATTACHMENTS**

1. 26\_0415\_NH Seniors Seventh Amendment to Gubb and Barshay Legal Services Contract

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**SEVENTH AMENDMENT TO  
CONSULTANT SERVICES CONTRACT**

**THIS SEVENTH AMENDMENT TO CONSULTANT SERVICES CONTRACT** ("Amendment"), entered into this 15th day of April 2026 ("Effective Date"), by and between MABUHAY AND LAKEHURST LP, a California limited partnership (hereinafter referred to as "Owner"), and Gubb and Barshay LLP, a California limited liability partnership whose address is 235 Montgomery Street, Suite 1110 San Francisco, CA 94104, (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. Owner and Consultant are parties to that certain CONSULTANT SERVICES CONTRACT entered into as of January 22, 2024 ("Consultant Agreement").

B. The Original Consultant Agreement had a contract value not to exceed \$136,699.00.

C. At the request of Owner, the Consultant entered into with the Housing Authority of the City of Alameda (aka Alameda Housing Authority) and Nixon Peabody LLP ("Nixon") an agreement on July 23, 2024 herewith (the "Nixon Contract"), pursuant to which Nixon will provide certain services to Client.

D. Owner agreed and acknowledged that Consultant will not supervise or oversee the provision of services by Nixon under the Nixon Contract and that Consultant shall not be liable or responsible for any of the services provided by Nixon (including, without limitation, with respect to any professional malpractice claims).

E. The First Contract Amendment, The Nixon Contract, did not increase the budget and only allocated \$3,333.33 of the unused expense contingencies to the Nixon Contracts.

F. At the request of Consultant, Owner shall pay Nixon directly for the amounts due under the Nixon Contract. Owner shall indemnify and reimburse Consultant for any payments Consultant is required to pay to Nixon under the Nixon Contract, except to the extent that Owner has previously paid such amount to Consultant for payment to Nixon.

G. The Second Contract Amendment, entered into on October 16, 2024, added \$30,000 to the contract amount.

H. The Third Contract Amendment, entered into on January 22, 2025 added \$3,333.34 to the contract amount.

I. The Fourth Contract Amendment entered into May 20, 2025, added \$6,666.66 and the requirement that Mabuhay and Lakehurst LP is to be listed on all insurance and updated certificates are to be provided.

J. The Fifth Contract Amendment entered into June 18, 2025, added \$18,333.33 to the contract amount.

K. The Sixth Contract Amendment entered into December 17, 2025, added \$3,333.33 to the contract amount.

L. The Owner and Consultant desire to enter into this Seventh Amendment to address the Nixon Contract as discussed in more detail below.

M. All conditions of the Consultant Agreement will remain the same except as amended below

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

The not to exceed amount for the entire Contract shall be amended from One Hundred Ninety-Eight Thousand Three Hundred and Sixty-Five Dollars and Sixty-Seven Cents (\$198,365.67) to Two Hundred Four Thousand Three Hundred and Sixty-Five Dollars and Sixty-Seven Cents (\$204,365.67). Exhibit A shows the details of this total of all amendments.

The additional scope of work and fee of \$6,000.00 shall be paid for Nixon Peabody work for environmental legal services and environmental scoping unless otherwise directed by the Owner in writing. An updated engagement letter is attached as Exhibit B.

[SIGNATURES ON FOLLOWING PAGE]

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

**"CONSULTANT"**

**Gubb and Barshay LLP**, a California limited liability partnership

By: \_\_\_\_\_

Name: Henry Loh II

Its: Partner

**"Owner"**

**Mabuhay and Lakehurst LP**, a California limited partnership

**By: ICD Mabuhay LLC**, a California limited liability company, its managing general partner

**By: Island City Development**, a California non-profit public benefit corporation, its sole manager

By: \_\_\_\_\_  
Vanessa Cooper, President

EXHIBIT A

SUMMARY OF COSTS

CONTRACT	Seniors
Original	\$ 136,699.00
Amendment 1	\$ -
Amendment2	\$ 30,000.00
Amendment3	\$ 3,333.33
Amendment 4	\$ 6,666.67
Amendment 5	\$ 18,333.33
Amendment 6	\$ 3,333.33
Amendment 7	\$ 6,000.00
	<u>\$ 204,365.66</u>

EXHIBIT B

ENGAGEMENT LETTER WITH NIXON PEABODY FOR UP TO \$203,000  
ATTACHED

NOTE: THIS AMOUNT IS SHARED WITH  
TWO OTHER NORTH HOUSING PROJECTS  
AT APPROXIMATELY \$6,000 EACH



**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: April 13, 2026

Re: Authorize the President to Negotiate and Execute a Seventh Amendment to the Consultant Services Contract between Gubb and Barshay and Mosley and Mabuhay LP (Estuary II) for ongoing environmental legal services with Nixon Peabody LLP increasing the maximum not to exceed Contract Amount by \$6,000.00 to a new maximum not to exceed amount of \$204,365.67 for the total term, including extensions.

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**BACKGROUND**

Island City Development (ICD) performs real estate development services for the North Housing project. ICD is the developer of North Housing Block A, which is the first phase of North Housing, with a total of 155 apartments, to be built as three separate projects: The Estuary I, The Estuary II, and Linnet Corner.

At the June 26, 2024 ICD Meeting, the Board ratified contracts with Gubb and Barshay for Low-Income Housing Tax Credit (LIHTC) and Real Estate Transaction Legal Services for a not-to-exceed contract amount between Gubb and Barshay and Lakehurst and Mosley LP of \$126,699 for Estuary I, a not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP of \$136,699 for Estuary II, and a not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP for \$136,699 Linnet Corner projects.

On July 23, 2024, the North Housing LP's entered into a First Amendment to the Consultant Services Contract with Gubb and Barshay to allow them to contract specialty legal services from Nixon Peabody LLP for environmental legal services and environmental scoping review for the North Housing Master Plan. The Second, Third, Fourth, Fifth and Sixth amendments also added funds to cover environmental legal services were approved by the Board.

**DISCUSSION**

The environmental closeout at North Housing is nearly complete and staff anticipates a minor amount of review with the U.S. Navy and Department of Toxic Substance Control to finalize the Soil Management Plan Report after all the work performed from 2023-2025 to complete Estuary I and Linnet Corner. The contract amendments request an additional \$18,000 for ongoing environmental legal services with Nixon Peabody LLP, to be split among the three contracts.



The new not-to-exceed contract amount between Gubb and Barshay and Lakehurst and Mosley LP is \$194,365.67 for Estuary I (an increase of \$6,000.00)

The new not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP is \$204,365.67 for Estuary II (an increase of \$6,000.00)

The new not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP is \$204,365.67 for Linnet Corner (an increase of \$6,000.00).

The legal services contract amendments are attached to this memo. Sufficient funds remain to complete the LIHTC portion of this contract.

### **FISCAL IMPACT**

The cost of the contract amendments discussed above is within the budget for the three proposed projects at North Housing Block A.

### **CEQA**

Not Applicable

### **RECOMMENDATION**

Authorize the President to Negotiate and Execute a Seventh Amendment to the Consultant Services Contract between Gubb and Barshay and Mosley and Mabuhay LP (Estuary II) for ongoing environmental legal services with Nixon Peabody LLP increasing the maximum not to exceed Contract Amount by \$6,000.00 to a new maximum not to exceed amount of \$204,365.67 for the total term, including extensions.

### **ATTACHMENTS**

1. 26\_0416\_NH PSH II Seventh Amendment to Gubb and Barshay Legal Services Contract

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**SEVENTH AMENDMENT TO  
CONSULTANT SERVICES CONTRACT**

**THIS SIXTH AMENDMENT TO CONSULTANT SERVICES CONTRACT**

("Amendment"), entered into this 15th day of April, 2026 ("Effective Date"), by and between MOSLEY AND MABUHAY LP, a California limited partnership (hereinafter referred to as "Owner"), and Gubb and Barshay LLP, a California limited liability partnership whose address is 235 Montgomery Street, Suite 1110 San Francisco, CA 94104, (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. Owner and Consultant are parties to that certain CONSULTANT SERVICES CONTRACT entered into as of January 22, 2024 ("Consultant Agreement").

B. The Original Consultant Agreement had a contract value not to exceed \$136,699.00.

C. At the request of Owner, the Consultant entered into with the Housing Authority of the City of Alameda (aka Alameda Housing Authority) and Nixon Peabody LLP ("Nixon") an agreement on July 23, 2024 herewith (the "Nixon Contract"), pursuant to which Nixon will provide certain services to Client.

D. Owner agreed and acknowledged that Consultant will not supervise or oversee the provision of services by Nixon under the Nixon Contract and that Consultant shall not be liable or responsible for any of the services provided by Nixon (including, without limitation, with respect to any professional malpractice claims).

E. The First Contract Amendment, The Nixon Contract, did not increase the budget and only allocated \$3,333.33 of the unused expense contingencies to the Nixon Contracts.

F. At the request of Consultant, Owner shall pay Nixon directly for the amounts due under the Nixon Contract. Owner shall indemnify and reimburse Consultant for any payments Consultant is required to pay to Nixon under the Nixon Contract, except to the extent that Owner has previously paid such amount to Consultant for payment to Nixon.

G. The Second Contract Amendment, entered into on October 16, 2024, added \$30,000 to the contract amount.

H. The Third Contract Amendment, entered into on January 22, 2025 added \$3,333.33 to the contract amount.

I. The Fourth Contract Amendment entered into May 20, 2025, added \$6,666.67 and the requirement that Mosely and Mabuhay LP is to be listed on all insurance and updated certificates are to be provided.

J. The Fifth Contract Amendment entered into June 18, 2025, added \$18,333.33 to the contract amount.

K. The Sixth Contract Amendment entered into December 17, 2025, added \$3,333.34 to the contract amount.

L. The Owner and Consultant desire to enter into this Seventh Amendment to address the Nixon Contract as discussed in more detail below

M. All conditions of the Consultant Agreement will remain the same except as amended below

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

The not to exceed amount for the entire Contract shall be amended from One Hundred Ninety-Eight Thousand Three Hundred and Sixty-Five Dollars and Sixty-Seven Cents (\$198,365.67) to Two Hundred Four Thousand Three Hundred and Sixty-Five Dollars and Sixty-Seven Cents (\$204,365.67) . Exhibit A shows the details of this total of all amendments.

The additional scope of work and fee of \$6,000.00 shall be paid for Nixon Peabody work for environmental legal services and environmental scoping unless otherwise directed by the Owner in writing. An updated engagement letter is attached as Exhibit B.

[SIGNATURES ON FOLLOWING PAGE]

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

**"CONSULTANT"**

**Gubb and Barshay LLP**, a California limited liability partnership

By: \_\_\_\_\_

Name: Henry Loh II

Its: Partner

**"Owner"**

**Mosley and Mabuhay LP**, a California limited partnership

**By: ICD Mosley LLC**, a California limited liability company, its managing general partner

**By: Island City Development**, a California non-profit public benefit corporation, its sole manager

By: \_\_\_\_\_  
Vanessa Cooper, President

EXHIBIT A  
SUMMARY OF COSTS

CONTRACT	PSHII
Original	\$ 136,699.00
Amendment 1	\$ -
Amendment2	\$ 30,000.00
Amendment3	\$ 3,333.33
Amendment 4	\$ 6,666.67
Amendment 5	\$ 18,333.33
Amendment 6	\$ 3,333.34
Amendment 7	\$ 6,000.00
	\$ 204,365.67

EXHIBIT B

ENGAGEMENT LETTER WITH NIXON PEABODY FOR UP TO \$203,000  
ATTACHED

NOTE: THIS AMOUNT IS SHARED WITH  
TWO OTHER NORTH HOUSING PROJECTS  
AT APPROXIMATELY \$6,000 EACH



**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: April 13, 2026

Re: Authorize the President to Negotiate and Execute a Seventh Amendment to the Consultant Services Contract between Gubb and Barshay and Lakehurst and Mosley LP (Estuary I) for ongoing environmental legal services with Nixon Peabody LLP increasing the maximum not to exceed Contract Amount by \$6,000.00 to a new maximum not to exceed contract amount of \$194,365.67 for the total term, including extensions.

**BACKGROUND**

Island City Development (ICD) performs real estate development services for the North Housing project. ICD is the developer of North Housing Block A, which is the first phase of North Housing, with a total of 155 apartments, to be built as three separate projects: The Estuary I, The Estuary II, and Linnet Corner.

At the June 26, 2024 ICD Meeting, the Board ratified contracts with Gubb and Barshay for Low-Income Housing Tax Credit (LIHTC) and Real Estate Transaction Legal Services for a not-to-exceed contract amount between Gubb and Barshay and Lakehurst and Mosley LP of \$126,699 for Estuary I, a not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP of \$136,699 for Estuary II, and a not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP for \$136,699 Linnet Corner projects.

On July 23, 2024, the North Housing LP's entered into a First Amendment to the Consultant Services Contract with Gubb and Barshay to allow them to contract specialty legal services from Nixon Peabody LLP for environmental legal services and environmental scoping review for the North Housing Master Plan. The Second, Third, Fourth, Fifth and Sixth amendments also added funds to cover environmental legal services were approved by the Board.

**DISCUSSION**

The environmental closeout at North Housing is nearly complete and staff anticipates a minor amount of review with the U.S. Navy and Department of Toxic Substance Control to finalize the Soil Management Plan Report after all the work performed from 2023-2025 to complete Estuary I and Linnet Corner. The contract amendments request an additional \$18,000 for ongoing environmental legal services with Nixon Peabody LLP, to be split among the three contracts.



The new not-to-exceed contract amount between Gubb and Barshay and Lakehurst and Mosley LP is \$194,365.67 for Estuary I (an increase of \$6,000.00)

The new not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP is \$204,365.67 for Estuary II (an increase of \$6,000.00)

The new not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP is \$204,365.67 for Linnet Corner (an increase of \$6,000.00).

The legal services contract amendments are attached to this memo. Sufficient funds remain to complete the LIHTC portion of this contract.

### **FISCAL IMPACT**

The cost of the contract amendments discussed above is within the budget for the three proposed projects at North Housing Block A.

### **CEQA**

Not Applicable

### **RECOMMENDATION**

Authorize the President to Negotiate and Execute a Seventh Amendment to the Consultant Services Contract between Gubb and Barshay and Lakehurst and Mosley LP (Estuary I) for ongoing environmental legal services with Nixon Peabody LLP increasing the maximum not to exceed Contract Amount by \$6,000.00 to a new maximum not to exceed contract amount of \$194,365.67 for the total term, including extensions.

### **ATTACHMENTS**

1. 26\_0415\_NH PSH I Seventh Amendment to Gubb and Barshay Legal Services Contract

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**SEVENTH AMENDMENT TO  
CONSULTANT SERVICES CONTRACT**

**THIS SIXTH AMENDMENT TO CONSULTANT SERVICES CONTRACT**

("Amendment"), entered into this 15th day of April 2026 ("Effective Date"), by and between LAKEHURST AND MOSLEY LP, a California limited partnership (hereinafter referred to as "Owner"), and Gubb and Barshay LLP, a California limited liability partnership whose address is 235 Montgomery Street, Suite 1110 San Francisco, CA 94104, (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. Owner and Consultant are parties to that certain CONSULTANT SERVICES CONTRACT entered into as of January 22, 2024 ("Consultant Agreement").

B. The Original Consultant Agreement had a contract value not to exceed \$126,699.00.

C. At the request of Owner, the Consultant entered into with the Housing Authority of the City of Alameda (aka Alameda Housing Authority) and Nixon Peabody LLP ("Nixon") an agreement on July 23, 2024 herewith (the "Nixon Contract"), pursuant to which Nixon will provide certain services to Client.

D. Owner agreed and acknowledged that Consultant will not supervise or oversee the provision of services by Nixon under the Nixon Contract and that Consultant shall not be liable or responsible for any of the services provided by Nixon (including, without limitation, with respect to any professional malpractice claims).

E. The First Contract Amendment, The Nixon Contract, did not increase the budget and only allocated \$3,333.33 of the unused expense contingencies to the Nixon Contracts.

F. At the request of Consultant, Owner shall pay Nixon directly for the amounts due under the Nixon Contract. Owner shall indemnify and reimburse Consultant for any payments Consultant is required to pay to Nixon under the Nixon Contract, except to the extent that Owner has previously paid such amount to Consultant for payment to Nixon.

G. The Second Contract Amendment, entered into on October 16, 2024, added \$30,000 to the contract amount.

H. The Third Contract Amendment, entered into on January 22, 2025 added \$3,333.34 to the contract amount.

I. The Fourth Contract Amendment entered into May 20, 2025, added \$6,666.66 and the requirement that Lakehurst and Mosely LP is to be listed on all insurance and updated certificates are to be provided.

J. The Fifth Contract Amendment entered into June 18, 2025, added 418,333.34 to the contract amount.

K. The Sixth Contract Amendment, entered into December 17, 2025, added \$3,333.33 to the contract amount

L. The Owner and Consultant desire to enter into this Seventh Amendment to address the Nixon Contract as discussed in more detail below.

M. All conditions of the Consultant Agreement will remain the same except as amended below

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

The not to exceed amount for the entire Contract shall be amended from One Hundred Eighty-Eight Thousand Three Hundred and Sixty-Five Dollars and Sixty-Seven Cents (\$188,365.67) to One Hundred Ninety-Four Thousand Three Hundred and Sixty-Five Dollars and Sixty-Seven Cents (\$194,365.67). Exhibit A shows the details of this total of all amendments.

The additional scope of work and fee of \$6,000.00 shall be paid for Nixon Peabody work for environmental legal services and environmental scoping unless otherwise directed by the Owner in writing. An updated engagement letter is attached as Exhibit B.

[SIGNATURES ON FOLLOWING PAGE]

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

**"CONSULTANT"**

**Gubb and Barshay LLP**, a California limited liability partnership

By: \_\_\_\_\_

Name: Henry Loh II

Its: Partner

**"Owner"**

**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 non-profit public benefit corporation, its sole manager

By: \_\_\_\_\_  
Vanessa Cooper, President

EXHIBIT A  
SUMMARY OF COSTS

CONTRACT	PSHI
Original	\$ 126,699.00
Amendment 1	\$ -
Amendment2	\$ 30,000.00
Amendment3	\$ 3,333.34
Amendment 4	\$ 6,666.66
Amendment 5	\$ 18,333.34
Amendment 6	\$ 3,333.33
Amendment 7	\$ 6,000.00
	<u>\$ 194,365.67</u>

EXHIBIT B

ENGAGEMENT LETTER WITH NIXON PEABODY FOR UP TO \$203,000  
ATTACHED

NOTE: THIS AMOUNT IS SHARED WITH  
TWO OTHER NORTH HOUSING PROJECTS  
AT \$6,000.00 EACH



# ISLAND CITY DEVELOPMENT

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

ITEM 8.H

To: Board of Directors  
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: April 13, 2026

Re: Authorize and Approve the President to Negotiate and Execute a Second Amendment to the Amended and Superseded Consultant Services Contract between ENGEO Incorporated, the Housing Authority of the City of Alameda, and Lakehurst and Mosley LP (Estuary I) for geotechnical and environmental services extending the contract term an additional six months to December 31, 2026.

## **BACKGROUND**

In February 2025, three amended and superseded agreements were signed with the individual tax credit limited partnerships and the Housing Authority of the City of Alameda (AHA) for the three buildings at North Housing Block A. These amended and superseded contracts had an original expiration date of December 15, 2025. In November 2025 staff brought the first amendment to the amended and superseded contracts to the board, which extended the term of the contract to June 30, 2026, and increased the contract total by \$5,000.

## **DISCUSSION**

ENGEO's work at North Housing Block A is nearly complete. The remaining task of responding to comments on the soil management completion report, which is a close-out document of the construction and soil disturbance activities at the site, is pending final acceptance from the Department of Toxic Substance Control (DTSC) and the U.S. Navy. This report provides documentation of soil and groundwater management activities completed as part of the North Housing Block A redevelopment for the affordable housing projects known as "The Estuary I" and "Linnet Corner," located at 500 Mosley Avenue and 2000 Lakehurst Circle, Alameda, California 94501, respectively. In the report, ENGEO certifies that the work was performed in substantial conformance with the approved Soil Management Plan.

In the attached second amendment, an additional six months will be added to the term of the contract to allow for any potential review time needed and to receive and respond to comments from DTSC and the U.S. Navy. A copy of the amendment is attached.

Amended and superseded contract expiration date	12/15/2025
First amendment to the amended and superseded contract expiration date	06/30/2026



Second Amendment to the amended and superseded contract expiration date	12/31/2026
---	------------

**FISCAL IMPACT**

There is no fiscal impact from this action.

**CEQA**

NA

**RECOMMENDATION**

Authorize and Approve the President to Negotiate and Execute a Second Amendment to the Amended and Superseded Consultant Services Contract between ENGEO Incorporated, the Housing Authority of the City of Alameda, and Lakehurst and Mosley LP (Estuary I) for geotechnical and environmental services extending the contract term an additional six months to December 31, 2026.

**ATTACHMENTS**

1. Est I Engeo 2nd Amendment to the Consultant Services Contract\_042026

Respectfully submitted,



Jocelyn Layte, Associate Project Manager



## **SECOND AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this 15th day of April, 2026, by and between the Lakehurst and Mosley LP, a California Limited Partnership, and the Housing Authority of the City of Alameda, and its affiliates, a public body corporate and politic ( hereinafter referred to as " Client" and ENGEO Incorporated , a California corporation whose address is 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583 (hereinafter referred to as "CONSULTANT") is made with reference to the following:

### **RECITALS:**

- A. On February 10, 2025, an agreement was entered into by and between Client and Consultant (hereinafter "Agreement") for a not to exceed amount of \$174,386.34 with a contract term date of December 15, 2025.
- B. On November 19, 2025, First Amendment was executed to amend the scope of compensation, by Five Thousand and dollars and Zero cents (\$5,000.00) for a total of Seventy-Nine Thousand and Three Hundred and Eighty-Six dollars and Thirty Four cents (\$179,386.34), and the term period, by six months to June 30,2026, of the Agreement.

AHA and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. The entire Agreement shall be extended to December 31, 2026.
- 2. Consultant shall transition to ACH or Electronic Fund Transfer as the method of payment within 30 days of signing.
- 3. Pursuant to Section 11 of the Agreement, the Insurance Requirements for Consultants attached to the Agreement as Exhibit C is hereby deleted in its entirety and replaced with the Amended Scope of Services attached hereto as Exhibit C-1 and incorporated herein by this reference.
- 4. Consultant confirms that all work completed to March 31, 2026, has been invoiced and the invoices have been received by the Client. No late invoices that are received after the execution of this second amendment will be honored for payment for the period prior to April 1, 2026.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

Lakehurst and Mosley LP

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

ENGEO INCORPORATED, 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:  
*Jeff Fippin*  
55800577667E48A  
Jeffrey Fippin  
Principal  
3/23/2026

Vanessa Cooper  
President

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

Vanessa Cooper  
Executive Director

**EXHIBIT C-1****INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- **IF APPLICABLE: Tenant Discrimination:** For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under the California Civil Rights Department (CRD) and HUD in Consultant's Commercial General Liability policy, or Professional Liability/Errors and Omissions (E&O) policy, or in a separately maintained Tenant Discrimination insurance policy.
- **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 \$2,000,000 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.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (code 9) with limit no less than \$1,000,000 for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the Agreement.
- **Workers' Compensation** as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 in the aggregate. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work. Insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the Consultant is accessing, collecting, storing, or transferring Personally Identifiable Information (PII), Personal Health Information (PHI), Payment Card Information (PCI), 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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.).
  - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
  - The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits must be no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate.
  - If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the Agreement of work. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
  - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant's Professional Liability policy, such property coverage of the AHA may be endorsed onto the Consultant's Cyber Liability Policy as follows:
    - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the AHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the

consultant. The insurance limits required by AHA 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, (Additional Insureds), are to be covered as additional insured on the CGL policy and, if applicable, the Cyber Liability 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. If CG 20 10 11 85 is not available, endorsement must be at least as broad as the addition of both CG 20 10 and CG 20 37; or CG 20 38 and CG 20 40.

- **Primary Coverage:**

- For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory with coverage at least as broad as ISO CG 20 01 04 13 as respects Additional Insureds.
- Any insurance or self-insurance maintained by Additional Insureds shall be excess of the Consultant's insurance and shall not contribute to it.

- **Waiver of Subrogation:**

- Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA 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 AHA has received a waiver of subrogation endorsement from the Insurer.

- **Failure to Secure:**

- If Consultant, at any time during the term hereof, fail to secure or maintain the foregoing insurance, AHA shall be permitted to immediately terminate this Agreement.

- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.

- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA

- **Verification of Coverage:**

- Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins.
- Consultant shall furnish AHA with a complete copy of any Excess/Umbrella policies, with all endorsements, maintained by Consultant before work begins.
- Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.
- AHA 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 AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risk or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.



ISLAND CITY DEVELOPMENT

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

To: Board of Directors  
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: April 13, 2026

Re: Authorize and Approve the President to Negotiate and Execute a Second Amendment to the Amended and Superseded Consultant Services Contract between ENGEO Incorporated, the Housing Authority of the City of Alameda, and Mosley and Mabuhay LP (Estuary II) for geotechnical and environmental services extending the contract term an additional six months to December 31, 2026.

**BACKGROUND**

In February 2025, three amended and superseded agreements were signed with the individual tax credit limited partnerships and the Housing Authority of the City of Alameda (AHA) for the three buildings at North Housing Block A. These contracts had an original expiration date of December 15, 2025. In November 2025, staff brought the first amendment to the amended and superseded contract to the board, which extended the term of the contract to June 30, 2026, and increased the contract total by \$5,000.

**DISCUSSION**

ENGEO's work at North Housing Block A is nearly complete. The remaining task of responding to comments on the soil management completion report, which is a close-out document of the construction and soil disturbance activities at the site, is pending final acceptance from the Department of Toxic Substance Control (DTSC) and the U.S. Navy. This report provides documentation of soil and groundwater management activities completed as part of the North Housing Block A redevelopment for the affordable housing projects known as "The Estuary I" and "Linnet Corner," located at 500 Mosley Avenue and 2000 Lakehurst Circle, Alameda, California 94501, respectively. In the report, ENGEO certifies that the work was performed in substantial conformance with the approved Soil Management Plan.

In the attached second amendment, an additional six months will be added to the term of the contract to allow for any potential review time needed and to receive and respond to comments from DTSC and the U.S. Navy. A copy of the amendment is attached.

Amended and superseded contract expiration date	12/15/2025
First amendment to the amended and superseded contract expiration date	06/30/2026
Second Amendment to the amended and superseded contract expiration date	12/31/2026



**FISCAL IMPACT**

There is no fiscal impact from this action.

**CEQA**

N/A

**RECOMMENDATION**

Authorize and Approve the President to Negotiate and Execute a Second Amendment to the Amended and Superseded Consultant Services Contract between ENGEO Incorporated, the Housing Authority of the City of Alameda, and Mosley and Mabuhay LP (Estuary II) for geotechnical and environmental services extending the contract term an additional six months to December 31, 2026.

**ATTACHMENTS**

1. Est II Engeo 2nd Amendment to the Consultant Services Contract\_042026

Respectfully submitted,



Jocelyn Layte, Associate Project Manager

## **SECOND AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this 15th day of April, 2026, by and between the Mosley and Mabuhay LP, a California Limited Partnership, and the Housing Authority of the City of Alameda, and its affiliates, a public body corporate and politic ( hereinafter referred to as " Client" and ENGEO Incorporated , a California corporation whose address is 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583 (hereinafter referred to as "CONSULTANT") is made with reference to the following:

### **RECITALS:**

- A. On February 10, 2025, an agreement was entered into by and between Client and Consultant (hereinafter "Agreement") for a not to exceed amount of \$174,386.34 with a contract term date of December 15, 2025.
- B. On November 19, 2025, First Amendment was executed to amend the scope of compensation, by Five Thousand and dollars and Zero cents (\$5,000.00) for a total of Seventy-Nine Thousand and Three Hundred and Eighty-Six dollars and Thirty Four cents (\$179,386.34), and the term period, by six months to June 30,2026, of the Agreement.

AHA and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. The entire Agreement shall be extended to December 31, 2026.
- 2. Consultant shall transition to ACH or Electronic Fund Transfer as the method of payment within 30 days of signing.
- 3. Pursuant to Section 11 of the Agreement, the Insurance Requirements for Consultants attached to the Agreement as Exhibit C is hereby deleted in its entirety and replaced with the Amended Scope of Services attached hereto as Exhibit C-1 and incorporated herein by this reference.
- 4. Consultant confirms that all work completed to March 31, 2026, has been invoiced and the invoices have been received by the Client. No late invoices that are received after the execution of this second amendment will be honored for payment for the period prior to April 1, 2026.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

Mosley and Mabuhay LP

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

ENGEO INCORPORATED, a California corporation

Mosley and Mabuhay LP, a California Limited Partnership

By: ICD Mosley 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:  
*Jeff Fippin*  
55B00577807E48A...  
Jeffrey Fippin  
Principal  
3/23/2026

Vanessa Cooper  
President

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

Vanessa Cooper  
Executive Director

**EXHIBIT C-1****INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- **IF APPLICABLE: Tenant Discrimination:** For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under the California Civil Rights Department (CRD) and HUD in Consultant's Commercial General Liability policy, or Professional Liability/Errors and Omissions (E&O) policy, or in a separately maintained Tenant Discrimination insurance policy.
- **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 \$2,000,000 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.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (code 9) with limit no less than \$1,000,000 for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the Agreement.
- **Workers' Compensation** as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 in the aggregate. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work. Insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the Consultant is accessing, collecting, storing, or transferring Personally Identifiable Information (PII), Personal Health Information (PHI), Payment Card Information (PCI), 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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.).
  - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
  - The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits must be no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate.
  - If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the Agreement of work. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
  - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant's Professional Liability policy, such property coverage of the AHA may be endorsed onto the Consultant's Cyber Liability Policy as follows:
    - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the AHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the

consultant. The insurance limits required by AHA 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, (Additional Insureds), are to be covered as additional insured on the CGL policy and, if applicable, the Cyber Liability 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. If CG 20 10 11 85 is not available, endorsement must be at least as broad as the addition of both CG 20 10 and CG 20 37; or CG 20 38 and CG 20 40.

- **Primary Coverage:**

- For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory with coverage at least as broad as ISO CG 20 01 04 13 as respects Additional Insureds.
- Any insurance or self-insurance maintained by Additional Insureds shall be excess of the Consultant's insurance and shall not contribute to it.

- **Waiver of Subrogation:**

- Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA 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 AHA has received a waiver of subrogation endorsement from the Insurer.

- **Failure to Secure:**

- If Consultant, at any time during the term hereof, fail to secure or maintain the foregoing insurance, AHA shall be permitted to immediately terminate this Agreement.

- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.

- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA

- **Verification of Coverage:**

- Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins.
- Consultant shall furnish AHA with a complete copy of any Excess/Umbrella policies, with all endorsements, maintained by Consultant before work begins.
- Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.
- AHA 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 AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risk or Circumstance:** AHA reserves the right to modify these requirements, including 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 8.J

To: Board of Directors  
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: April 13, 2026

Re: Authorize and Approve the President to Negotiate and Execute a Second Amendment to the Amended and Superseded Consultant Services Contract between ENGEO Incorporated, the Housing Authority of the City of Alameda, and Mabuhay and Lakehurst LP (Linnet Corner) for geotechnical and environmental services extending the contract term an additional six months to December 31, 2026.

## **BACKGROUND**

In February 2025, three amended and superseded agreements were signed with the individual tax credit limited partnerships and the Housing Authority of the City of Alameda for the three buildings at North Housing Block A. These amended and superseded contracts had an original expiration date of December 15, 2025. In November 2025, staff brought the first amendment to the amended and superseded contract to the board, which extended the term of the contract to June 30, 2026, and increased the contract total by \$5,000.

## **DISCUSSION**

ENGEO's work at North Housing Block A is nearly complete. The remaining task of responding to comments on the soil management completion report, which is a close-out document of the construction and soil disturbance activities at the site, is pending final acceptance from the Department of Toxic Substance Control (DTSC) and the U.S. Navy. This report provides documentation of soil and groundwater management activities completed as part of the North Housing Block A redevelopment for the affordable housing projects known as "The Estuary I" and "Linnet Corner," located at 500 Mosley Avenue and 2000 Lakehurst Circle, Alameda, California 94501, respectively. In the report, ENGEO certifies that the work was performed in substantial conformance with the approved Soil Management Plan.

In the attached second amendment, an additional six months will be added to the term of the contract to allow for any potential review time needed and to receive and respond to comments from DTSC and the U.S. Navy. A copy of the amendment is attached.

Amended and superseded contract expiration date	12/15/2026
First amendment to the amended and superseded contract expiration date	06/30/2026
Second Amendment to the amended and superseded contract expiration date	12/31/2026



**FISCAL IMPACT**

There is no fiscal impact from this action.

**CEQA**

N/A

**RECOMMENDATION**

Authorize and Approve the President to Negotiate and Execute a Second Amendment to the Amended and Superseded Consultant Services Contract between ENGEO Incorporated, the Housing Authority of the City of Alameda, and Mabuhay and Lakehurst LP (Linnet Corner) for geotechnical and environmental services extending the contract term an additional six months to December 31, 2026.

**ATTACHMENTS**

1. LC Engeo 2nd Amendment to the Consultant Services Contract\_042026

Respectfully submitted,



Jocelyn Layte, Associate Project Manager

## **SECOND AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this 15th day of April 2026, by and between the Mabuhay and Lakehurst LP, a California Limited Partnership, and the Housing Authority of the City of Alameda, and its affiliates, a public body corporate and politic ( hereinafter referred to as " Client" and ENGEO Incorporated , a California corporation whose address is 2010 Crow Canyon Place, Suite 250, San Ramon, CA 94583 (hereinafter referred to as "CONSULTANT") is made with reference to the following:

### **RECITALS:**

- A. On February 10, 2025, an agreement was entered into by and between Client and Consultant (hereinafter "Agreement") for a not to exceed amount of \$174,386.34 with a contract term date of December 15, 2025.
- B. On November 19, 2025, First Amendment was executed to amend the scope of compensation, by Five Thousand and dollars and Zero cents (\$5,000.00) for a total of Seventy-Nine Thousand and Three Hundred and Eighty-Six dollars and Thirty Four cents (\$179,386.34), and the term period, by six months to June 30,2026, of the Agreement.

AHA and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. The entire Agreement shall be extended to December 31, 2026.
2. Consultant shall transition to ACH or Electronic Fund Transfer as the method of payment within 30 days of signing.
3. Pursuant to Section 11 of the Agreement, the Insurance Requirements for Consultants attached to the Agreement as Exhibit C is hereby deleted in its entirety and replaced with the Amended Scope of Services attached hereto as Exhibit C-1 and incorporated herein by this reference.
4. Consultant confirms that all work completed to March 31, 2026, has been invoiced and the invoices have been received by the Client. No late invoices that are received after the execution of this second amendment will be honored for payment for the period prior to April 1, 2026.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

ENGEO INCORPORATED, a California corporation

MABUHAY AND LAKEHURTS LP, a California Limited Partnership

By: ICD Mabuhay LLC, a California Limited Liability company, its managing general partner

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

DocuSigned by:

*Jeff Fippin*

Jeffrey Fippin  
Principal  
3/23/2026

Vanessa Cooper  
President

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

Vanessa Cooper  
Executive Director

**EXHIBIT C-1****INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- **IF APPLICABLE: Tenant Discrimination:** For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under the California Civil Rights Department (CRD) and HUD in Consultant's Commercial General Liability policy, or Professional Liability/Errors and Omissions (E&O) policy, or in a separately maintained Tenant Discrimination insurance policy.
- **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 \$2,000,000 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.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (code 9) with limit no less than \$1,000,000 for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the Agreement.
- **Workers' Compensation** as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 in the aggregate. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work. Insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the Consultant is accessing, collecting, storing, or transferring Personally Identifiable Information (PII), Personal Health Information (PHI), Payment Card Information (PCI), 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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.).
  - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
  - The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits must be no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate.
  - If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the Agreement of work. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
  - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant's Professional Liability policy, such property coverage of the AHA may be endorsed onto the Consultant's Cyber Liability Policy as follows:
    - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the AHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the

consultant. The insurance limits required by AHA 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, (Additional Insureds), are to be covered as additional insured on the CGL policy and, if applicable, the Cyber Liability 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. If CG 20 10 11 85 is not available, endorsement must be at least as broad as the addition of both CG 20 10 and CG 20 37; or CG 20 38 and CG 20 40.

- **Primary Coverage:**

- For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory with coverage at least as broad as ISO CG 20 01 04 13 as respects Additional Insureds.
- Any insurance or self-insurance maintained by Additional Insureds shall be excess of the Consultant's insurance and shall not contribute to it.

- **Waiver of Subrogation:**

- Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA 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 AHA has received a waiver of subrogation endorsement from the Insurer.

- **Failure to Secure:**

- If Consultant, at any time during the term hereof, fail to secure or maintain the foregoing insurance, AHA shall be permitted to immediately terminate this Agreement.

- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.

- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA

- **Verification of Coverage:**

- Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins.
- Consultant shall furnish AHA with a complete copy of any Excess/Umbrella policies, with all endorsements, maintained by Consultant before work begins.
- Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.
- AHA 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 AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risk or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.



**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors  
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: April 13, 2026

Re: Approve a Resolution for the Amended and Restated Procurement Policy for Island City Development effective immediately.

**BACKGROUND**

Island City Development (ICD) was established to support the real estate development and housing production efforts of the Housing Authority of the City of Alameda (AHA). To that end, ICD has a Consulting Services Agreement with AHA for the use of staff and resources to carry out the real estate activities because ICD does not have employees. ICD adopted a Procurement Policy separate from AHA in February 2020. In addition, it has a separate Purchasing Authority Policy originally approved by the Board in November 2019.

**DISCUSSION**

As part of the real estate activities carried out by ICD, staff engage consultants to perform a variety of reports and studies for upcoming projects. In general, for contracts not paid by using federal funds, ICD is not required to follow federal purchasing and contracting rules. However, ICD is required to assure that ICD purchasing actions comply with all applicable federal, state, local laws and any other applicable funding programs assisting the real estate project. The ICD Procurement Policy establishes guidelines to ensure that ICD’s purchasing and contracting functions are competitive, flexible, and efficient, and that ICD maintains prudent internal controls. The Procurement Policy was developed in coordination with, and reviewed by, General Counsel.

Staff proposes the following changes to the procurement policy for 2026:

1. ICD and its controlled legal affiliates - Clarify that the policy applies to both ICD and its affiliates.
2. Micro purchases limit with only one quote - No change proposed. The policy now refers to solicitation via an e-procurement platform.
3. Micro purchase limit from \$2,001 to \$15,000 - The micro purchase limit is being raised to \$15,000 to correspond with the HUD guidelines but requires multiple quotes when the purchase is over \$2,001. The policy now refers to solicitation via an e-procurement platform.
4. Small dollar purchase amounts - This limit is being raised to apply between \$15,001 and \$350,000 to correspond to HUD guidelines.
5. Competitive Negotiations threshold - No change proposed.
6. AHA procurement platform - The policy now refers to marketing of vendor



- opportunities and postings on the Housing Authority's procurement platform. The ICD website refers to the Housing Authority platform (currently Bonfire/EUNA).
7. General contractor selection - A change is being made to allow either an RFP or an RFQ. This flexibility allows staff to do an RFP if the scope is well-defined.

A redline copy of the proposed Procurement Policy is attached. The Procurement Policy is separate from the ICD Purchase Authority Policy, adopted November 8, 2019 by resolution. No changes are being recommended to the existing Purchase Authority Policy at this time (attached).

**FISCAL IMPACT**

None. Contracts still need to be within approved budget limits.

**CEQA**

Not applicable.

**RECOMMENDATION**

Approve a Resolution for the Amended and Restated Procurement Policy for Island City Development effective immediately.

**ATTACHMENTS**

1. ICD 6B Procurement and Purchasing Authority Policies
2. Resolution for Amended and Restated Procurement Policy
3. Draft Amended and Restated Procurement Policy - Redline
4. ICD Resolution 2019-02 Purchasing Authority

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

# **Agenda Items 6.B**

## **April 15, 2026 ICD Board of Directors Meeting**

PRESENTED BY SYLVIA MARTINEZ  
DIRECTOR OF HOUSING DEVELOPMENT



**6b.** Approve a Resolution for the Amended and Restated Procurement Policy for Island City Development effective immediately



# Proposed Procurement Policy Changes

1. Throughout –The policy now refers to marketing of vendor opportunities and postings on the Housing Authority's procurement platform. The ICD website refers to the Housing Authority platform (currently Bonfire/EUNA).
2. Micro purchase limit from \$2,001 to \$15,000 -The micro purchase limit is being raised to \$15,000 to correspond with the HUD guidelines but requires multiple quotes when the purchase is over \$2,000.
3. Small dollar purchase amounts - This limit is being raised to apply between \$15,001 and \$350,000 to correspond to HUD guidelines.
4. General contractor selection - A change is being made to allow either an RFP or an RFQ. This flexibility allows staff to do an RFP if the scope is well-defined.



# Purchasing Authority Policy

- November 2019 Purchasing Authority Policy requires all contracts in excess of \$250,000 to be approved by the Board.
- The Executive Director can approve contracts less than \$250,000.
- Per AHA policy, Directors can approve contracts up to \$25,000.
- No changes are proposed to this Policy



# Questions or Comments



ISLAND CITY DEVELOPMENT

***Resolution : No. 2026-02***

**ADOPTION OF THE ISLAND CITY DEVELOPMENT AMENDED AND RESTATED PROCUREMENT POLICY FOR THE ISLAND CITY DEVELOPMENT, INCLUDING AN INCREASE IN MICROPURCHASE AND SMALL PURCHASE THRESHOLDS**

At a duly constituted meeting of the Board of Directors (the "**Board**") of Island City Development, a California nonprofit public benefit corporation ("**ICD**"), held on March 18, 2026 (the "**Meeting**"), the following resolutions were 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 ICD Board of Directors adopted a Procurement Policy on February 19, 2020 ("Original Procurement Policy");

**WHEREAS**, the ICD Board of Directors adopted an Authorizing Resolution for Signing Authority on November 8, 2019 by resolution ("Original Authorizing Resolution for Signing Authority")

**WHEREAS**, for purposes of clarity and administrative ease, amendments to the Original Procurement Policy are proposed to streamline processes while safeguarding compliance, as follows: (i) increasing the micro purchase from \$2,000 to \$15,000, (ii) increasing the small purchase threshold from \$15,001 to \$350,000 (iii) approving utilization of the Housing Authority of the City of Alameda e-procurement platform; (iv) allowing for general contractor selection by RFP or RFQ; as more specifically described in the Island City Development Amended and Restated Procurement Policy attached hereto as Exhibit A and incorporated herein by this reference ("Amended and Restated Procurement Policy");

**WHEREAS**, all procurements in excess of \$250,000 shall require approval of the Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED**, that the recitals set forth above are true and correct and incorporated herein by this reference.

**BE IT FURTHER RESOLVED**, that the Board of Directors hereby adopt the Amended and restated Procurement Policy attached hereto as Exhibit A and incorporated herein by this reference.

\*\*\*\*\*

**ATTEST:**

Vanessa M. Cooper  
President

Alicia Southern  
Secretary

**Adopted:**

**Date**

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## **ISLAND CITY DEVELOPMENT AMENDED AND RESTATED PROCUREMENT POLICY**

All procurements made by ISLAND CITY DEVELOPMENT ~~(ICD)~~, and its controlled legal affiliates (together referred to as "ICD"), will be made in accordance with the procurement standards detailed below.

Procurement transactions will maximize open and free competition while ensuring the financial stability of ICD. ICD shall not engage in procurement practices that may be considered arbitrary or restrictive.

### **I. GENERAL**

ICD will:

- Provide a procurement system of quality and integrity;
- Make all feasible efforts to ensure that small and minority-owned businesses, women's business enterprises, and disabled veteran businesses are used when possible;
- Provide for the fair and equitable treatment of persons or firms involved in ICD procurements;
- Ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable prices available to ICD;
- Promote competition in contracting; and
- Assure that ICD purchasing actions are in compliance with all applicable federal, state, local laws, and any other applicable funding programs assisting a particular project or activity.

### **II. METHODS FOR PROCUREMENT**

Procurements shall be made using one of the following methods: (a) small purchase procedures, (b) competitive negotiations, and (c) non-competitive negotiation.

#### **A. Small Purchases**

1. Micro purchases. For purchases up to \$2,000 a minimum of only one quote is required provided that the quote is considered reasonable. The reasonableness may be determined based on catalog price, market research, experience or past purchase. To the greatest extent feasible and to promote competition, requests for quotes for small-micro purchases should be distributed among qualified sources. Quotation for small-micro purchases could be obtained by fax, email, or mailed correspondence, or an e-procurement platform.

2. Micro purchases. For purchases with multiple quotes from qualified sources, the micro purchase limit is from \$2,001 to \$15,000. To the greatest extent feasible and to promote competition, requests for quotes for micro purchases should be

distributed among qualified sources. Quotation for micro purchases could be obtained by fax, email, or mailed correspondence, or an e-procurement platform.

2-3. Small purchase dollar limits. Purchases of supplies, equipment, and services that cost between \$215,001 and \$400,350,000 require written estimates. ICD will solicit written responses from at least three vendors and, if no such responses are available, a statement explaining the procurement will be prepared and filed.

## **B. Competitive Negotiations**

ICD will use competitive negotiations when the supplies, equipment, or services have a budget exceeding \$100,000.

### 1. Request for Proposal

A Request for Proposal (RFP) will be prepared and posted on ICD's and/or the Housing Authority's website and procurement platform. ~~It~~ Notice of the RFP may also be emailed to at least three (3) potential vendors. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals. Requests for proposals will always include cost as one of the evaluation criteria for selection.

Award must be made to the vendor whose written proposal is determined by the ICD to be the most advantageous to ICD. Evaluations must be based on the factors set forth in the Request for Proposal and an evaluation of each response must be prepared. The review committee, approved by the President or their designee, may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, the received proposals may be rejected and the RFP may be cancelled and reissued. New proposals may be solicited on the same or revised terms or the procurement may be abandoned.

### 2. Request for Qualifications

For the procurement of certain professional services, a Request for Qualifications (RFQ) may be used. RFQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. An RFQ will be prepared and posted on the Housing Authority's website and procurement platform. It may also be emailed to at least three (3) potential vendors. The RFQ will describe services needed and identify the factors to be considered in the evaluation of proposals. The review committee, approved by the President or their designee, will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted to negotiate cost. If the President, or their designee, is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The President, or their designee, will maintain a written record of all such negotiations.

### 3. General Contractor Selection for Contracts over \$500,000

ICD ~~will~~ may use either an RFP or an RFQ to select General Contractors to provide pre- construction and general contracting services for construction projects with a budget exceeding \$500,000.

The General Contractor competitive selection process will take place in two phases:

Phase I:

A review panel approved by the President, or their designee, will evaluate all submissions of qualifications based on scoring criteria that will be included in the RFQ. Scoring will take into account the General Contractor's experience and the experience of individual staff assigned to the Project. After verification of scoring a "short list" will be announced naming three or fewer applicants who will proceed to Phase II of the selection process. References can be checked to help inform the selection of firms for the short list.

Phase II:

Short-listed General Contractors will be interviewed by the selection panel. Short-listed General Contractors will be provided with the interview questions and interview scoring criteria prior to the interviews. Short-listed General Contractors will also be required to submit for evaluation a proposed fee including general condition costs, overhead and profit, and documentation supporting their experience with plan review and cost estimating.

The selected General Contractor will be the highest scoring applicant from Phase I and II combined, based on qualifications submitted, reference calls, and interviews. This General Contractor will be selected to join the design/construction team, provide pre-construction services, and conditionally enter into a negotiated construction contract.

**C. Noncompetitive Negotiations**

Noncompetitive negotiations may be used for procurements when competitive negotiations are not feasible. ICD may purchase goods and services through non-competitive negotiations when it is determined in writing by the President, or their designee, that competitive negotiation or bidding is not feasible and that:

1. An emergency exists that threatens the health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the ICD, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies or services necessary to meet the emergency, or
2. The product or service can be obtained only from one source, or
3. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis, or
4. Only one satisfactory proposal is received through RFP or RFQ.
5. The President or their designee determines it is in the best business interest

of ICD and/or its residents.

Procurement by noncompetitive negotiation requires the strictest attention to the observation of impartiality toward all suppliers. The President must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFQ is received.

ICD may negotiate a contract with a vendor who has been competitively selected through a Housing Authority procurement process, or another competitive procurement process, without having to undergo a duplicate competitive selection process.

### III. CONTRACTS

ICD shall require assurance that, before entering into a contract, the price is reasonable. A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the President or their designee shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the personal knowledge at the time of purchase, comparison to the budget, or any other reasonable basis.

Generally, all procurements in excess of \$2,000 will be memorialized and supported by a written contract. Where it is not feasible, inapplicable, or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

All contracts will contain language that allows ICD the opportunity to cancel any contract for convenience or for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with federal, state, or local wage laws (where applicable), failure to keep accurate and timely records of the job, or failure to make those records available to ICD's associate or partner (on request) or any other documented matter which could cause a hardship for the ICD if a claim should arise or the work not be completed on schedule at the specified cost.

The President is authorized to approve contract modifications (i.e., change orders, addendums) not to exceed the cumulative authorization limit. A contract modification that raises the cumulative total of the procurement to an amount exceeding the President's authorization limit, requires approval by the Board of Directors.

See ICD's Purchase Authority Policy for details about approval limits to enter into contracts.

ICD purchasing and contracting will comply with local, state and federal regulations applicable to recipients of Section 8 Project-based Voucher assistance, and any other applicable funding programs assisting a particular project or activity.

#### **IV. DOCUMENTATION**

All source documents supporting any given transaction and outreach activities (receipts, purchase orders, invoices, RFP/RFQ data and bid materials) will be retained and filed in an appropriate manner. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

#### **V. LOCALLY OWNED, MINORITY-OWNED, FEMALE-OWNED AND SMALL BUSINESSES**

Efforts will be taken to identify and solicit participation of locally owned, minority-owned, female-owned and small businesses; however, it will not be the determining evaluating criteria when selecting a vendor to provide services or materials.

#### **VI. CODE OF CONDUCT**

No ICD director, officer, consultant, or designated agent of ICD will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of ICD, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competing firms. ICD directors and officers are subject to a conflict of interest policy.

No ICD director, officer, consultant or designated agent of ICD may acquire a financial interest in or benefit in any way from any activity which uses any portion of ICD funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members.

#### **VII. APPEALS AND REMEDIES**

Vendors wishing to contest the selection process or results will have five (5) business days from the date of notice of the final selection to submit written complaints to the President. Thereafter, The President has 10 business days to respond in writing to the complaint.

Adopted by the Board of Directors on ~~February 19, 2020~~ MONTH DAY YEAR

ISLAND CITY DEVELOPMENT

Resolution No. 2019-02

PURCHASING AUTHORITY AND POLICIES

At a duly constituted meeting of the Board of Directors (the "Board") of Island City Development, a California nonprofit public benefit corporation ("ICD"), held on November \_\_, 2019 (the "Meeting"), the following resolutions were 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 Corporation has a Consulting Services Agreement with AHA for the use of staff and resources to carry out the real estate development activities of AHA;

WHEREAS, the Board of the Commissioners of AHA have approved a Procurement Policy that includes purchase authority for both Department Directors and the Executive Director;

WHEREAS, the Board of the Commissioners of AHA have approved a Procurement Policy that includes purchase authority of \$25,000 or less for Department Directors; and

WHEREAS, the Board of the Corporation has determined that this AHA purchase authority and similar policies support the Corporation's business efforts as well.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation authorizes purchase authority for the Director of Housing and Community Development of up to \$25,000 and the President up to \$250,000. Anything above \$250,000 requires Board approval. In the event that the purchase authority limits or policies are changed by the AHA Board, said changes will automatically apply to ICD.

BE IT FURTHER RESOLVED, that the Corporation shall continue to follow AHA policies and procedures where no specific policy or procedure has been developed and adopted by the Corporation.

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ATTEST:

Vanessa M. Cooper
President

Janet Basta
Secretary

Adopted:

11/8/2019
Date