ISLAND CITY DEVELOPMENT
AGENDA

AGENDA **SPECIAL MEETING OF ISLAND CITY DEVELOPMENT**
DATE & TIME **Wednesday, June 17, 2026 - 7:02 PM**
LOCATION
Public access to this meeting is available as follows:
To Attend In-Person -
Independence Plaza - 703 Atlantic Ave, Ruth Rambeau Memorial Community Room, Alameda, CA 94501

PUBLIC PARTICIPATION Join Zoom Meeting
https://us06web.zoom.us/j/85229497654?pwd=ERF4c2daq8Agm7t8SwqaXfix0iHEve.1
Meeting ID: 852 2949 7654
Passcode: 141405

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

Written comments may also be submitted via US Mail to:
Island City Development
Attn: Clerk or the Board
701 Atlantic Avenue
Alameda, CA 94501

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

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

Persons in need of special assistance to participate in the meetings of the Island City Development Board of Directors, please contact (510) 747-4325 (voice), TTY/TRS: 711, or jpolar@alamedahsg.org. Notification 72 hours prior to the meeting will assist the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.

1. CALL TO ORDER & ROLL CALL
2. REMOTE PARTICIPATION PURSUANT TO RALPH M. BROWN ACT - (Government Code Section 54950 et seq.) ("Brown Act") : The Chair will identify whether any Directors are attending the meeting via teleconference pursuant to the Brown Act.
3. PUBLIC COMMENT (Non-Agenda)
4. Motion to Accept the Order of the Board of Directors Agenda for the June 17, 2026 Meeting.
5. Closed Session - 7:02 p.m. - Adjournment to Closed Session to Consider:
    A. Conference with Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9: Three potential cases
6. CONSENT CALENDAR (Action)
    A. Accept the Monthly Overview Report for the Housing Development Department.
    B. Accept the First Amendment to the Consultant Services Agreement between The Housing Authority of the City of Alameda and Banksia Landscape, Inc., for Lakehurst Circle **(North Housing Block A)** for a New Maximum Contract Amount Not to Exceed $31,620, with a New Term expiring on November 25, 2030.
    C. Adopt a Resolution to Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement Between Mosley and Mabuhay LP (**The Estuary II**) and Banksia Landscape, Inc., for Landscaping Services to Increase the Not to Exceed Amount to $7,100 dollars, and Extend the Term to October 3, 2030.
    D. Adopt a Resolution to Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement between Lakehurst and Mosley LP (**The Estuary I**) and Banksia Landscape, Inc., up to an amount of $29,600 dollars, with a New Term expiring on October 3, 2030.
    E. Adopt a Resolution to Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (**Linnet Corner**) and Banksia Landscape, Inc., for landscaping services, up to an amount of $30,680 dollars, with a New Term expiring on November 25, 2030.
    F. Adopt a Resolution to Accept the AHA Board of Commissioners' Decision to Adopt a Resolution approving a Consultant Services Agreement with

Law Offices of Shelley S. Buchanan for eviction and property management counsel services with a maximum contract amount not to exceed $150,000 for a one-year term expiring on June 30, 2027.

7. NEW BUSINESS

   A. Adopt a Resolution and accept an update on the Request for Qualification process for property management services and authorize the President to negotiate property management agreements for 3 years for the following sites: Constitution and Eagle LP (**Rosefield Village**), Everett and Eagle LP (**Everett Commons**), Sherman and Buena Vista LP (**Littlejohn Commons**), Mabuhay and Lakehurst LP (**Linnet Corner**), Mosley and Mabuhay LP (**Estuary II**) and Lakehurst and Mosley LP (**Estuary I**); and in the event the Board of Directors is unable to meet in August 2026 or an executed agreement is required for funding purposes or loan conversion, authorize the President to execute the property management agreements and return to the next scheduled board meeting for ratification.

8. NON-AGENDA (Public Comment)

9. WRITTEN COMMUNICATIONS

10. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF

11. ADJOURNMENT

NOTES:

- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Richa Nanavati at (510) 747-4361 (TTY/TRS: 711) or rnanavati@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.
- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Directors exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist Island City Development's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help Island City Development accommodate these individuals.

IF YOU WISH TO ADDRESS THE BOARD:

- Anyone wishing to address the Board on agenda items or business introduced by Board members may speak for a maximum of three (3) minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Board President. Upon recognition by the President, approach the rostrum and state your name.

- Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.

- Applause and demonstrations are prohibited during Board meetings.

ITEM 6.A

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: June 17, 2026

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

BACKGROUND

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

DISCUSSION

Island City Development

Currently, the Housing Authority of the City of Alameda (AHA) has a pre-development loan to Island City Development (ICD) for 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.

Affordable Housing Project Pipeline

- Estuary I – The conversion to the permanent financing phase is planned for July 2026. Staff is providing compliance documentation and preparing the CTCAC placed in service application. Staff is also completing the small construction and warranty projects. This development was delivered under budget, and as previously described to the Board, savings will be applied to the paydown of soft lenders (approximately 80% would come to AHA affiliates) to the extent allowed by the tax credit program and to support additional operating reserves for the property.
- Linnet Corner is being reviewed for 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. Staff is applying for early release of 90% of State funds. Staff is also actively reviewing the small construction and warranty projects. This development was delivered under budget, and as has been previously described to the Board, savings will be applied first to reduce the size of the third party mortgage and additional operating reserves, both of which stabilize the property for the future. Any remaining savings may be repaid to the soft lenders (approximately 10% would come to AHA affiliates). The reduction of the permanent mortgage will come with

breakage fees, if reduced by more than 10%. At its maximum, the breakage fee is approximately $240,000, on a smaller loan that will generate $870,000 in interest savings over the full term of the loan.

- Estuary II – Staff has started the new 2026 application cycle and submitted an application for City of Alameda HOME fund on April 27, 2026. 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 soon. The City infrastructure bond will be released in the 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. Pest control and weekly site walks continue. An interest list is available for prospective tenants. Sign up for Poplar Interest List

Asset Management Reporting

Staff is assembling the possessory interest documents (for sites which have a ground lease from a public agency) to send to the Assessor's office.

New Funding Opportunities

Housing Development, Finance, and Portfolio are working to pay off the existing loan for Parrot Village and Eagle Village, as directed by the Board in May 2026. A related memo on this agenda seeks approval for the loan payoff using AHA reserve funds.

Construction in Progress

Staff began working on remediation activities at Independence Plaza this week (see related memo on this agenda). Because of the urgency of returning residents to their homes at Independence Plaza, staff informed the City of Alameda that it cannot accept the HOME grant to do repairs at China Clipper, as the timing required all work to be completed by June 30, 2026. Staff expressed appreciation to the City for offering this opportunity.

The largest active CIP project is the complete roof replacement at Independence Plaza (IP) and the AHA offices. There has been steady progress despite weather interruptions. Other projects at IP and Anne B. Diament (ABD) are in design and permitting. The multi-site gas shut-off project has also begun. Staff is seeking approval to replace multiple water heaters at Esperanza (see AAHC agenda).

Staff provided the FY 26-27 CIP activities list and budget for the annual budget cycle. Portfolio and HD staff have been partnering on warranty issues at Everett Commons, including the installation of expansion tanks at the water heaters and obtaining legal counsel with regard to ongoing warranty issues.

Staffing

The department has two summer interns starting on CIP and asset tasks. A retired AHA staff member is assisting with financial review.

Public Outreach

HD staff released a development pipeline newsletter in April.

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

ITEM 6.B

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Jocelyn Layte, Associate Project Manager
Date:	June 17, 2026
Re:	Accept the First Amendment to the Consultant Services Agreement between The Housing Authority of the City of Alameda and Banksia Landscape, Inc., for Lakehurst Circle **(North Housing Block A)** for a New Maximum Contract Amount Not to Exceed $31,620, with a New Term expiring on November 25, 2030.

BACKGROUND

Lakehurst Circle landscaping is part of the Offsites preparation work completed in tandem with Linnet Corner and Estuary I. The Offsites work finished construction in 2025 and is the backbone infrastructure to Block A at North Housing (NHBA). At the time of The Estuary I and Linnet Corner construction completion, staff conducted a solicitation for landscape services for NHBA from which Banksia was selected. The original contract with The Housing Authority of the City of Alameda (AHA) was executed with a term of November 25, 2026, with an option to extend for up to 60 months, and a not to exceed amount of $ 3,324.00 dollars. Two ICD properties currently use Lakehurst Circle for vehicular and pedestrian access. Costs for this contract are covered via a shared use maintenance agreement between AHA and the Limited Partnerships of the NHBA, which allocates funds from operating and pre-construction budgets to pay for monthly services.

DISCUSSION

This amendment extends the contract to November 25, 2030, and increases the not to exceed amount to $31,620. Banksia is contracted for several properties in the AHA portfolio and its affiliate Island City Development (ICD) and Alameda Affordable Housing Corporation (AAHC) portfolios. This amendment was brought to the AHA Board for approval as Banksia contracts total over $250,000 when considering all contracts.

To ease administrative burden and ensure consistent coverage of the landscape services at the property, the contract is being amended to terminate at its five-year cap. The new contract not to exceed amount, does not contemplate additional work outside the scope, nor does it contemplate any escalations in fees annually over the next five years. The contract contingency of $15,000 covers extra work over the life of the contract and must be approved in writing by the Executive Director prior to work being done or costs accrued. Prior to the five-year termination date of November 25, 2030, the landscaping contract will be solicited as per AHA procurement procedures.

Original Contract	Term	Amount
	11/25/2026	$3,324
Contract Amendment No. 1	Term	Amount
	11/25/2030	$16,620
Contract Additional Contingency		$15,000
	TOTAL	$31,620

FISCAL IMPACT

Costs for services are covered via a shared use maintenance agreement between the AHA and the Limited Partnerships of the NHBA, which allocates funds from operating and pre-construction budgets to pay for monthly services. Therefore, no new fiscal impacts will be incurred from this contract extension.

CEQA

N/A

RECOMMENDATION

Accept the First Amendment to the Consultant Services Agreement between The Housing Authority of the City of Alameda and Banksia Landscape, Inc., for Lakehurst Circle **(North Housing Block A)** for a New Maximum Contract Amount Not to Exceed $31,620, with a New Term expiring on November 25, 2030.

ATTACHMENTS

1. Lakehurst Circle_Banksia Amend. No. 1

Respectfully submitted,

Jocelyn Layte, Associate Project Manager

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 18th day of June 2026, by and between the Housing Authority of the City of Alameda, a public body corporate and politic (hereinafter referred to as "AHA") and BANKSIA LANDSCAPE, INC (a California corporation) whose address is 1055 East Brokaw Road, Suite 30-348, San Jose, CA 95131, (hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

A. On November 25th, 2025, a Consultant Services Agreement was entered into by and between AHA and Contractor (hereinafter "Agreement").

B. The original Agreement limited the compensation to Contractor to a not to exceed amount of Three Thousand Three Hundred and Twenty-Four Dollars and Zero Cents ($3,324) for the term of the Agreement, which expires on November 25, 2026.

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

AHA and Contractor 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 contract is extended to November 25, 2030.

2. The not to exceed amount for the entire Agreement is increased by Twenty Eight Thousand Two Hundred Ninety-six Dollars and Zero Cents ($28,296.00) for a not to exceed amount of Thirty One Thousand Six Hundred and Twenty Dollars and Zero Cents ($31,620.00).

3. The Fee Schedule included as Exhibit B to the original agreement is hereby replaced in its entirety with the amended Fee Schedule attached to this amendment as Exhibit B-1.

4. 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 Insurance Requirements attached hereto as Exhibit C-1 and incorporated herein by this reference.

5. Contractor confirms that all work completed by May 1, 2026, has been invoiced and the invoices have been received by AHA. No late invoices that are received after the execution of this second amendment will be honored for payment for the period prior to May 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.

Banksia Landscaping Inc.

DocuSigned by:
Kevin Pearson
A28A75CD63D7418...

Kevin Pearson
President
6/9/2026

The Housing Authority of the City of Alameda, a Public Body Corporate Politic,

Sylvia Martinez
Director of Housing Development

Vanessa Cooper
President

EXHIBIT A-1
SCOPE OF SERVICES

See the following pages 1-5 for original scope of work for one year's service (11/25/25-11/25/26). This amendment provides for the same monthly scope for the period 11/25/26-11/25/2030

Additional landscaping services, as required or requested, and as authorized by LMLP in writing.

BANKSIA
LANDSCAPE

Landscape Maintenance Proposal

Introduction

Banksia Landscape, Inc. is pleased to present this proposal for providing landscape maintenance services. Following a recent property walkthrough, we have familiarized ourselves with the current conditions and are confident in our ability to consistently meet your service expectations. Our mission is to enhance the beauty of your landscape while applying the highest standards in horticultural practices and customer service.

Who We Are

Banksia Landscape is a full-service commercial landscape company proudly serving the entire Bay Area. Headquartered in San Jose, we operate service centers in Alameda, Concord, and Fremont. Our diverse client base includes property management companies, retail shopping centers, multi-family housing developments, office campuses, and general contractors.

We are passionate about our craft and take pride in every project. Our purpose is to create lasting, high-quality landscape experiences where passion and professionalism intersect.

Our Best Practices at Work for You

Landscape maintenance is both an art and a science. A beautiful landscape depends on the precise blend of horticultural expertise and smart engineering. That beauty can only be sustained by teams equipped with the right tools, training, and resources.

At Banksia Landscape, we stay ahead of the curve—embracing the latest in aesthetic trends, environmental practices, and scientific developments.

We are proud participants in the local Bay-Friendly Landscaping Program and employ managers and supervisors who are certified "Bay-Friendly Qualified Professionals." Our maintenance programs integrate the seven Bay-Friendly Principles to ensure long-term health and sustainability of your landscape.

We focus on protecting people, wildlife, and the environment—employing smart plant selection, efficient irrigation, and sustainable practices that reduce both water use and carbon emissions. This is what modern landscape stewardship looks like.

Conclusion

Thank you for taking the time to learn more about Banksia Landscape, Inc. We appreciate your thoughtful consideration of our proposal and look forward to the opportunity to partner with you in enhancing and preserving your landscape.

1055 East Brokaw Road • Suite 30-348, San Jose, CA 95131
408-617-7100 • banksialandscape.com
Lic# C27-1018037

BANKSIA
LANDSCAPE

Landscape Management Solutions

Banksia Landscape Service, Inc. will serve as your horticultural asset manager for the following properties:

- **Alameda Housing Authority**

With our extensive experience and dedicated team, Banksia will deliver a comprehensive, proactive approach to landscape management, offering:

- A true business partnership to develop and protect your horticultural assets
- Proactive communications with your management team and community representative
- Consistent, full-service landscape management practices
- Proper frequencies and methods for establishing a new landscape—including pruning, fertilization, and pest management
- Irrigation system adjustments and checks to assure proper watering times and coverage
- Licensed and certified personnel across all core horticultural and irrigation disciplines

Our Staff

Our team is led by graduate horticulturists who train and manage our staff to the highest industry standards. Banksia employs Certified Landscape Professionals to oversee day-to-day operations while ensuring premium service quality and responsiveness. Our comprehensive support team includes:

- Certified irrigation technicians
- Licensed tree care professionals
- Field auditors
- Integrated Pest Management (IPM) specialists

Together, this team ensures your property receives expert care in every aspect of landscape maintenance.

Tree, Shrub Care

We recommend maintaining plant material in its natural form through selective pruning techniques. Fertilization is provided on an as-needed basis, and our teams perform bi-monthly inspections to monitor for signs of pests or disease.

Tree work above 15 feet in height is not included in the base agreement but can be performed by Banksia as an additional service upon request.

Ground Cover

Groundcovers are edged regularly to preserve a tidy and manicured appearance. Light topping may be performed periodically to control height, and we recommend a more significant pruning every few years to promote vigorous spring regrowth and rejuvenation.

Irrigation

We conduct monthly inspections of your irrigation system to ensure that watering schedules and coverage meet the needs of the landscape's root zones. Our team continuously adjusts heads, emitters, lines, and valves throughout the year to match seasonal requirements and plant health.

BANKSIA
LANDSCAPE

Benefits to Alameda Housing Authority

Banksia Landscape, Inc. is a locally operated company committed to quality horticultural practices, outstanding customer service, and efficient business operations. Our team brings a proactive approach to every property we manage, with a focus on sustainable landscapes and client satisfaction.

Service Enhancements

We provide a range of value-added services designed to streamline operations and elevate landscape quality:

- Seamless transition between installation and maintenance teams
- Excellent client communication and proactive service with a single point of contact
- Innovative, value-driven observations and professional recommendations
- Experienced, detail-oriented staff led by horticulture graduates
- Specialized expertise in Water Management, Integrated Pest Management (IPM), and Landscape Enhancement Services
- Skilled in smart controller technology, including Rainmaster equipment

Sustainability

At Banksia Landscape, sustainability is not just a practice—it's a core value. We are committed to preserving and enhancing the natural environment while supporting the long-term health of the landscapes we manage. Our sustainable approach includes:

- Bay-Friendly Landscaping Principles: We actively integrate the 7 principles of Bay-Friendly Landscaping, focusing on soil health, waste reduction, and energy-efficient practices.
- Drought-Tolerant Planting: We advocate for the use of climate-appropriate and native plant material to reduce water consumption and support local biodiversity.
- Soil Health & Composting: Our maintenance practices encourage organic matter retention and soil enrichment, reducing the need for synthetic fertilizers.
- Smart Irrigation: We utilize advanced irrigation technology, including smart controllers and weather-based systems, to optimize water use.
- Low-Emission Equipment: Where feasible, we incorporate electric and battery-powered tools to reduce noise and air pollution.
- Eco-Friendly Inputs: All pest and disease treatments are chosen for their environmental safety, favoring organic and biological controls wherever possible.

Through these efforts, we aim to reduce the environmental footprint of our services while creating resilient, beautiful landscapes that thrive year-round.

Quality Focus

Our commitment is to deliver efficient, high-quality service with consistent attention to detail. All field staff are guided by internal tools such as:

- Monthly Maintenance Schedules
- Annual Integrated Pest Management Calendar
- Quality and Image Guidelines

These tools ensure consistency and accountability throughout the year.

1055 East Brokaw Road • Suite 30-348, San Jose, CA 95131
408-617-7100 • banksialandscape.com
Lic# C27-1018037

BANKSIA
LANDSCAPE

Water Conservation

Our Water Management Department is staffed with certified professionals, including State Water Auditors and CLCA-certified personnel. This team develops and manages water budgets that:

- Support plant health
- Reduce water bills
- Minimize damage to asphalt and hardscapes
- Ensure compliance with regional regulations

We are dedicated to helping clients save money while preserving California's precious water resources.

Integrated Pest Management

Banksia's IPM program prioritizes prevention, safety, and environmental responsibility:

- Proactive monitoring and least-risk strategies for plant health
- Use of slow-release fertilizers for consistent, balanced nutrition
- Preventative weed, disease, and insect control methods
- Low-risk, environmentally safe treatments when intervention is necessary
- Biological controls used wherever possible to support healthy landscapes

Licenses and Certifications

Our staff are extensively trained and certified to uphold the high standards we demand in landscape maintenance. Credentials held by our team include:

- Certified Landscape Professional – National Association of Landscape Professionals (NALP)
- Certified Landscape Technician – NALP
- Certified Irrigation Auditor – Irrigation Association
- Qualified Applicator License – CA Department of Pesticide Regulation
- Bay-Friendly Qualified Professional – Rescape California

Safety Program

Banksia Landscape maintains an exceptional safety record through a proactive and comprehensive Safety Program that exceeds industry standards. Our commitment to safety ensures the well-being of both our team and the properties we service.

Key elements of our safety program include:

- **Weekly Tailgate Safety Meetings** to address site-specific topics and reinforce safe work practices
- **Annual Company-Wide Safety Day**, offering hands-on training, equipment demonstrations, and certification updates
- **Consistent Crew Assignments** to promote familiarity with the site and reduce risks
- **Ongoing Safety Audits and Training Updates** to maintain awareness and compliance with OSHA and industry regulations

With these protocols in place, our clients can count on a crew that works efficiently and safely while maintaining a respectful presence on-site.

Management Processes

Banksia Landscape implements a robust internal management system to ensure each property receives consistent, high-quality service. Our approach emphasizes accountability, communication, and attention to detail.

Our implementation and ongoing management process includes:

Implementation Phase:

- **Customized Implementation Plan** tailored to your property's unique needs
- **Irrigation Diagnostic Report** to establish baseline performance and identify early improvements

Ongoing Services:

- **Monthly and Quarterly Walkthroughs** with client representatives to assess performance and address priorities
- **Routine Irrigation Analysis** to optimize efficiency and plant health
- **Stringent Quality Control Measures**, including internal audits and checklist reviews
- **Annual Budget Process** support, including recommendations for operational adjustments and capital improvements

Through these structured processes, we ensure proactive care, fast issue resolution, and a landscape program that evolves with your needs.

Statement of Qualifications

Why Banksia Landscape

Banksia Landscape combines the professionalism, processes, and efficiencies of a large-scale operation with the personal touch and local expertise of a Bay Area-based company. Whether you are a property owner, manager, or general contractor, we deliver high-quality landscape maintenance and enhancement services tailored to your goals.

We utilize advanced technology and industry best practices to manage landscapes efficiently and effectively. Our graduate horticulturists oversee service delivery across a broad portfolio, including:

- Corporate campuses
- Office and industrial buildings
- Residential communities
- Healthcare facilities
- Municipal properties

Our Culture & Commitment

The culture at Banksia Landscape fosters a deep commitment to customer service, personal ownership, and team collaboration. This environment not only enhances service quality but also reduces employee turnover—allowing us to provide clients with consistent crews who know your property well.

We are proud of our work and consistently strive to deliver a superior level of service. With award-winning expertise in both landscape maintenance and construction, we stand behind the quality of every project.

EXHIBIT B-1
FEE SHEDULE

PROPERTY	2026 Monthly Cost	2027-2030 Monthly Cost	Annualized	Written Approval required
Lakehurst Circle	$277.00		$3,324.00	
Lakehurst Circle**		$277.00	$13,296.00	
Additional Contingency***				$15,000.00

** This Amendment No. 1 to the consultant services agreement entered into on November 25, 2025 is accounting for the annualized fee listed in the above schedule over the remaining 4 year extension of the contract. ($3,324 * 4yrs = $13,296 (amnd No. 1) + $3,324 = $16,620 NTE) + $15,000 = $31,620.00

*** Any and all work under this line of funds must be requested in writing by the Contractor to the AHA and is at the discretion of the AHA to be approved or denied. Approvals and denials will be in writing by the Executive Director or their designee to the Contractor in advance of any work being done or costs accrued. An annual increase in regular monthly service fees shall be requested on the contracts effective date anniversary (November 25th) and approved by AHA in writing and is subject to a reasonable standard.

Additional Labor Service	Hourly Rates (Standard hrs)
1. Account Manager	$165
2. Irrigation Technician	$105
3. Pest Control Operator	$135
4. Construction	$85
5. Emergency Service	$165

Note: *Normal business hours are Monday – Friday, 6am – 4pm with Emergency services to be considered outside normal business hours, weekends &/or holidays.*

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 Civils 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 legal affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries and legal affiliates, 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.

ITEM 6.C

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Jocelyn Layte, Associate Project Manager
Date:	June 17, 2026
Re:	Adopt a Resolution to Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement Between Mosley and Mabuhay LP (**The Estuary II**) and Banksia Landscape, Inc., for Landscaping Services to Increase the Not to Exceed Amount to $7,100 dollars, and Extend the Term to October 3, 2030.

BACKGROUND

The Estuary II finished pre-construction work in 2024 and remains vacant while the project works to achieve final funding. The land is currently an aggregate base rock covered building pad and is fully enclosed by fencing with all slopes stabilized by hydro seeding. At the time of The Estuary I and Linnet Corners construction completion, staff conducted a solicitation for landscape services for North Housing Block A from which Banksia was selected to service the property. The original contract with Mosley and Mabuhay LP was executed with a term of October 3, 2026, and a not to exceed amount of $ 420.00 dollars.

DISCUSSION

Banksia has an active contract with Mosley and Mabuhay LP that expires October 3, 2026, with an option to extend the contract for up to 60 months. Costs for this contract are covered in the project's Pre-construction budget for monthly services. This amendment will extend the contract to a new term of October 3, 2030, and not to exceed $7,100.00. Banksia is contracted for several properties in the ICD portfolio and its associate AHA and AAHC portfolios. This amendment is being brought to the Board for approval as all Banksia contracts summed total is of over $250,000 when considering all contracts under ICD and its affiliates.

To ease administrative burden and to ensure the provision of consistent coverage of the landscape maintenance services at the property, the contract is being amended to terminate at its five-year cap. The new contract not to exceed amount, does not contemplate additional work outside the scope of the contract, nor does it contemplate any escalations in fees annually over the next five years. The added contingency of $5,000 covers any extra work over the lifetime of the contract that is outside the scope or reasonable annual cost escalation and must be approved in writing before work may commence or costs be accrued. Prior to the five-year termination date of October 3, 2030, the landscaping contract will be solicited as per ICD procurement procedures.

Original Contract	Term	Amount
	06/03/2026	$ 420.00
Contract Amendment No 1	**Term**	**Amount**
	06/03/2030	$ 2,100.00
Contract Additional Contingency		$ 5,000

FISCAL IMPACT

The services and contract extension are covered in the pre-construction budget of the property. Therefore, no new fiscal impacts will be incurred from this contract extension.

CEQA

N/a

RECOMMENDATION

Adopt a Resolution to Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement Between Mosley and Mabuhay LP (**The Estuary II**) and Banksia Landscape, Inc., for Landscaping Services to Increse the Not to Exceed Amount to $7,100 dollars, and Extend the Term to October 3, 2030.

ATTACHMENTS

1. Estuary II_Banksia Amendment No.1
2. Est II Banksia Amendment No. 1 Resolution_2026-003

Respectfully submitted,

Jocelyn Layte, Associate Project Manager

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 18th day of June 2026, by and between the MOSLEY AND MABUHAY LP, a California Limited Partnership (hereinafter referred to as "MMLP") and BANKSIA LANDSCAPE, INC (a California corporation) whose address is 1055 East Brokaw Road, Suite 30-348, San Jose, CA 95131, (hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

A. On October 3rd, 2025, a Consultant Services Agreement was entered into by and between MMLP and Contractor (hereinafter "Agreement").

B. The original Agreement limited the compensation to Contractor to a not to exceed amount of One Hundred Seventy-Five Thousand Dollars and Zero Cents ($420.00) for the term of the Agreement, which expires on October 3, 2026.

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

MMLP and Contractor 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 contract is extended to October 3, 2030.

2. The not to exceed amount for the entire Agreement is increased by Six Thousand Six Hundred and Eighty Dollars and Zero Cents ($6,680.00) for a not to exceed amount of Seven Thousand One Hundred Dollars and Zero Cents ($7,100.00).

3. The Fee Schedule included as Exhibit B to the original agreement is hereby replaced in its entirety with the amended Fee Schedule attached to this amendment as Exhibit B-1.

4. 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 Insurance Requirements attached hereto as Exhibit C-1 and incorporated herein by this reference.

5. Contractor confirms that all work completed by May 1, 2026 has been invoiced and the invoices have been received by MMLP. No late invoices that are received after the execution of this second amendment will be honored for payment for the period prior to May 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.

Banksia Landscaping Inc.

DocuSigned by:

Kevin Pearson

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Kevin Pearson
President
6/9/2026

Mosley and Mabuhay LP, a California limited partnership

By: ICD Mosley LLC, a California limited liability company, general manager

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

Sylvia Martinez
Director of Housing Development

Vanessa Cooper
President

EXHIBIT A-1
SCOPE OF SERVICES

See the following pages 1-5 for original scope of work for one year's service (10/03/25-10/03/26). This amendment provides for the same monthly scope for the period 10/03/26-10/03/2030

Additional landscaping services, as required or requested, and as authorized by MMLP in writing.

EXHIBIT B-2
FEE SHEDULE

PROPERTY	2026 Monthly Cost	2027-2030 Monthly Cost	Annualized	Written Approval required
The Estuary (II)	$35.00		$420.00	
The Estuary (II)**		$35.00	$1,680.00	
Additional Contingency ***				$5,000.00

** This Amendment No. 1 to the consultant services agreement entered into on Ocotber 3, 2025 is accounting for the annualized fee listed in the above schedule over the remaining 4 year extension of the contract. ($420 * 4yrs = $1,680 (amnd No. 1) + $420 = $2,100 NTE) + $5,000.00 = $7,100.00

*** Any and all work under this line of funds must be requested in writing by the Contractor to the MMLP and is at the discretion of the MMLP to be approved or denied. Approvals and denials will be in writing by the President or their designee to the Contractor in advance of any work being done or costs accrued. An annual increase in regular monthly service fees shall be requested on the contracts effective date anniversary (October 3rd) and approved by MMLP in writing and is subject to a reasonable standard.

Additional Labor Service	Hourly Rates (Standard hrs)
1. Account Manager	$165
2. Irrigation Technician	$105
3. Pest Control Operator	$135
4. Construction	$85
5. Emergency Service	$165

Note: *Normal business hours are Monday – Friday, 6am – 4pm with Emergency services to be considered outside normal business hours, weekends &/or holidays.*

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 Civils 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 MMLP in the care, custody, or control of the Consultant. If not covered under the Consultant's Professional Liability policy, such property coverage of the MMLP 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 MMLP 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, MMLP requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by MMLP 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 legal affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries and legal affiliates, 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 MMLP a waiver of any right to subrogation which any insurer of said Consultant may acquire against MMLP 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 MMLP 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, MMLP 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 MMLP.
- **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 MMLP
- **Verification of Coverage:**
    - Consultant shall furnish MMLP 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 MMLP 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.
    - MMLP 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 MMLP 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:** MMLP 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

Resolution No. 2026-003

Execute a first amendment to the consultant services agreement between Mosley and Mabuhay LP and Banksia Landscape Inc, up to an amount of $7,100.00, with a new term expiring on October 3, 2030.

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 June 17th, 2026 (the "**Meeting**"), the following resolutions were adopted:

WHEREAS, ICD is a California nonprofit public benefit corporation with a tax exempt status under Section 501(c)3 of the Internal Revenue Code and charitable and public purposes to benefit and support the Housing Authority of the City of Alameda (AHA);

WHEREAS, the Corporation has a Consulting Services Agreement with Banksia Landscape Inc for Landscaping Services;

WHEREAS, The first amendment is being made to extend the contract to ensure consistent provision of landscaping services and ease administrative burden;

NOW, THEREFORE, BE IT RESOLVED, that the Board finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference

BE IT FURTHER RESOLVED that the Board approves the First Amendment to the consultant services agreement between Lakehurst and Mosley LP and Banksia Landscape Inc, to increase the contract amount to a new not to exceed amount of $7,100.00, with an expiration date of October 3, 2030.

BE IT FURTHER RESOLVED that the President is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: ___ Directors::

Nayes: ___ Directors::

Abstain: ___ Directors::

Absent: ___ Directors::

******

ATTEST:

___________________________________ ___________________________________

Vanessa M. Cooper
President

Alicia Southern
Secretary

Approved as to form

____

General Counsel

Adopted: ______, 2026

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

ITEM 6.D

To:	Board of Directors Island City Development
From:	Jocelyn Layte, Associate Project Manager
Date:	June 17, 2026
Re:	Adopt a Resolution to Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement between Lakehurst and Mosley LP (**The Estuary I**) and Banksia Landscape, Inc., up to an amount of $29,600 dollars, with a New Term expiring on October 3, 2030.

BACKGROUND

The Estuary I finished construction in 2025 and has been in operation since August 2025. At the time of construction completion, staff conducted a solicitation for landscape services from which Banksia was selected to service the properties. Banksia conducted the 90-day warranty walk of landscape plants with AHA and took over maintenance of The Estuary I as of October 2025. The original contract with Lakehurst and Mosley LP was executed for a term of October 3, 2026, and a not to exceed amount of $4,920.00 dollars.

DISCUSSION

Banksia has an active contract with Lakehurst and LP that expires October 3, 2026. Costs for this contract are covered in the project's operating budget for monthly services. This amendment to the contract will increase the contract amount to a new term expiring on October 3, 2030, and a not to exceed amount of $29,600.00. Banksia is contracted for several properties in the ICD portfolio and its associate AHA and AAHC portfolios. This amendment is being brought to the Board for approval as Banksia has a total sum of over $250,000 when considering all contracts not to exceed amounts.

To ease administrative burden in the fall of 2026 and to ensure the provision of consistent coverage of the landscape maintenance services at the property, the contract is being amended to terminate at its five-year cap. The new contract not to exceed amount, does not contemplate additional work outside the scope of the contract, nor does it contemplate any escalations in fees annually over the next five years. The added contingency of $5,000 covers any extra work over the lifetime of the contract that is outside the scope or reasonable annual cost escalation and must be approved in writing before work may commence or costs be accrued. Prior to the five-year termination date of October 3, 2030, the landscaping contract will be solicited as per ICD procurement procedures.

Original Contract	**Term**	**Amount**
	10/03/2026	$4,920
Amendment No. 1	**Term**	**Amount**
	10/03/2030	$24,600
Conctract Additional Contingency		$5,000

FISCAL IMPACT

The services and contract extension are covered in the operations budget of the property. Therefore, no new fiscal impacts will be incurred from this contract extension.

CEQA

n/a

RECOMMENDATION

Adopt a Resolution to Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement between Lakehurst and Mosley LP (**The Estuary I**) and Banksia Landscape, Inc., up to an amount of $29,600 dollars, with a New Term expiring on October 3, 2030.

ATTACHMENTS

1. Estuary I_Banksia Amendment No.1
2. Est I Banksia Amendment No. 1 Resolution_2026-004

Respectfully submitted,

Jocelyn Layte, Associate Project Manager

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 18th day of June 2026, by and between the LAKEHURST AND MOSLEY LP, a California Limited Partnership (hereinafter referred to as "LMLP") and BANKSIA LANDSCAPE, INC (a California corporation) whose address is 1055 East Brokaw Road, Suite 30-348, San Jose, CA 95131, (hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

A. On October 3rd, 2025, a Consultant Services Agreement was entered into by and between LMLP and Contractor (hereinafter "Agreement").

B. The original Agreement limited the compensation to Contractor to a not to exceed amount of Four Thousand Nine Hundred and Twenty Dollars and Zero Cents ($4,920.00) for the term of the Agreement, which expires on October 3, 2026.

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

LMLP and Contractor 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 October 3, 2030.

2. The not to exceed amount for the entire Agreement is increased by Twenty Four Thousand Six Hundred and Eighty Dollars and Zero Cents ($24,680.00) for a not to exceed amount of Twenty-Nine Thousand Six Hundred Dollars and Zero Cents ($29,600.00).

3. The Fee Schedule included as Exhibit B to the original agreement is hereby replaced in its entirety with the amended Fee Schedule attached to this amendment as Exhibit B-1.

4. 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 Insurance Requirements attached hereto as Exhibit C-1 and incorporated herein by this reference.

5. Contractor confirms that all work completed by May 1, 2026 has been invoiced and the invoices have been received by LMLP. No late invoices that are received after the execution of this second amendment will be honored for payment for the period prior to May 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.

Banksia Landscaping Inc.

DocuSigned by:

Kevin Pearson

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Kevin Pearson
President
6/9/2026

Lakehurst and Mosley LP, a California limited partnership

By: ICD Lakehurst LLC, a California limited liability company, general manager

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

Sylvia Martinez
Director of Housing Development

Vanessa Cooper
President

EXHIBIT A-1
SCOPE OF SERVICES

See the following pages 1-5 for original scope of work for one year's service (10/03/25-10/03/26). This amendment provides for the same monthly scope for the period 10/03/26-10/03/2030

Additional landscaping services, as required or requested, and as authorized by LMLP in writing.

EXHIBIT B-2
FEE SHEDULE

PROPERTY	2026 Monthly Cost	2027-2030 Monthly Cost	Annualized	Written Approval required
The Estuary (I)	$410.00		$4,920.00	
The Estuary (I)**		$410.00	$19,680	
Additional Contingency ***				$5,000

** This Amendment No. 1 to the consultant services agreement entered into on Ocotber 3, 2025 is accounting for the annualized fee listed in the above schedule over the remaining 4 year extension of the contract. ($4,920 * 4yrs = $19,680 (Amnd No. 1) + $4,920 = $24,600 NTE) + $5,000 = $29,600

*** Any and all work under this line of funds must be requested in writing by the Contractor to the LMLP and is at the discretion of the LMLP to be approved or denied. Approvals and denials will be in writing by the President or their designee to the Contractor in advance of any work being done or costs accrued. An annual increase in regular monthly service fees shall be requested on the contracts effective date anniversary (October 3rd) and approved by LMLP in writing and is subject to a reasonable standard.

Additional Labor Service	Hourly Rates (Standard hrs)
1. Account Manager	$165
2. Irrigation Technician	$105
3. Pest Control Operator	$135
4. Construction	$85
5. Emergency Service	$165

Note: *Normal business hours are Monday – Friday, 6am – 4pm with Emergency services to be considered outside normal business hours, weekends &/or holidays.*

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 Civils 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 LMLP in the care, custody, or control of the Consultant. If not covered under the Consultant's Professional Liability policy, such property coverage of the LMLP may be endorsed onto the Consultant’s Cyber Liability Policy as follows:
  - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the LMLP that will be in the Care, custody, or control of Consultant.

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

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:**
  - The Housing Authority of the City of Alameda and its legal affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries and legal affiliates, 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 LMLP a waiver of any right to subrogation which any insurer of said Consultant may acquire against LMLP by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether LMLP has received a waiver of subrogation endorsement from the Insurer.
- **Failure to Secure:**
  - If Consultant, at any time during the term hereof, fail to secure or maintain the foregoing insurance, LMLP 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 LMLP.

- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to LMLP
- **Verification of Coverage:**
  - Consultant shall furnish LMLP with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins.
  - Consultant shall furnish LMLP 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.
  - LMLP reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify LMLP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risk or Circumstance:** LMLP reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

ISLAND CITY DEVELOPMENT

Resolution No. 2026-004

Execute a first amendment to the consultant services agreement between Lakehurst and Mosley LP and Banksia Landscape Inc, up to an amount of $29,600.00, with a new term expiring on October 3, 2030.

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 June 17th, 2026 (the "**Meeting**"), the following resolutions were adopted:

WHEREAS, ICD is a California nonprofit public benefit corporation with a tax exempt status under Section 501(c)3 of the Internal Revenue Code and charitable and public purposes to benefit and support the Housing Authority of the City of Alameda (AHA);

WHEREAS, the Corporation has a Consulting Services Agreement with Banksia Landscape Inc for Landscaping Services;

WHEREAS, The first amendment is being made to extend the contract to ensure consistent provision of landscaping services and ease administrative burden;

NOW, THEREFORE, BE IT RESOLVED, that the Board finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference

BE IT FURTHER RESOLVED that the Board approves the First Amendment to the consultant services agreement between Lakehurst and Mosley LP and Banksia Landscape Inc, to increase the contract amount to an new not to exceed amount of $29,600.00,with an expiration date of October 3, 2030.

BE IT FURTHER RESOLVED that the President is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: ___ Directors:

Nayes: ___ Directors:

Abstain: ___ Directors:

Absent: ___ Directors:

******

ATTEST:

Vanessa M. Cooper
President

Alicia Southern
Secretary

Approved as to form

General Counsel

Adopted: ______, 2026

ITEM 6.E

ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: June 17, 2026

Re: Adopt a Resolution to Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (**Linnet Corner**) and Banksia Landscape, Inc., for landscaping services, up to an amount of $30,680 dollars, with a New Term expiring on November 25, 2030.

BACKGROUND

Linnet Corner finished construction in 2025 and has been in operation since September 2025. At the time of construction completion, staff conducted a solicitation for landscape services from which Banksia was selected to service the property. Banksia conducted the 90-day warranty walk of landscape plants with staff and took over maintenance of Linnet Corner as of November 2025. The original contract with Mabuhay and Lakehurst LP was executed with a term ending on November 25, 2026, and a not to exceed amount of $5,136 dollars.

DISCUSSION

Banksia has an active contract with Mabuhay and Lakehurst LP that expires November 25, 2026, with an option to extend the contract for up to 60 months. Costs for this contract are covered in the project's operating budget for monthly services. This amendment will extend the contract to a new term of November 25, 2030, and not to exceed amount of $30,680. Banksia is contracted for several properties in the ICD portfolio and its associate AHA and AAHC portfolios. This amendment is being brought to the Board for approval as all Banksia contracts summed total is of over $250,000 when considering all contracts under ICD and its affiliates.

To ease administrative burden and to ensure the provision of consistent coverage of the landscape maintenance services at the property, the contract is being amended to terminate at its five-year cap. The new contract not to exceed amount, does not contemplate additional work outside the scope of the contract, nor does it contemplate any escalations in fees annually over the next five years. The added contingency of $5,000 covers any extra work over the lifetime of the contract that is outside the scope and must be approved in writing before work may commence or costs be accrued. Prior to the five-year termination date of November 25, 2030, the landscaping contract for Mabuhay and Lakehurst LP will be put out for solicitation as per ICD procurement procedures.

Original Contract	Term	Amount
	11/25/2026	$5,136
Amendment No.1	Term	Amount
	11/25/2030	$25,680
Future Amendments Contingency		$5,000

FISCAL IMPACT
The services and contract extension are covered in the operations budget of the property. Therefore, no new fiscal impacts will be incurred from this contract extension.

CEQA
N/a

RECOMMENDATION
Adopt a Resolution to Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (**Linnet Corner**) and Banksia Landscape, Inc., for landscaping services, up to an amount of $30,680 dollars, with a New Term expiring on November 25, 2030.

ATTACHMENTS
1. Linnet Corner_Banskia Amendment No. 1
2. Linnet Corner Banksia Landscape Amendment Resolution

Respectfully submitted,

Jocelyn Layte, Associate Project Manager

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 18th day of June 2026, by and between the MABUHAY AND LAKEHURST LP, a California Limited Partnership (hereinafter referred to as "MLLP") and BANKSIA LANDSCAPE, INC (a California corporation) whose address is 1055 East Brokaw Road, Suite 30-348, San Jose, CA 95131, (hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

A. On November 25, 2025, a Consultant Services Agreement was entered into by and between MLLP and Contractor (hereinafter "Agreement").

B. The original Agreement limited the compensation to Contractor to a not to exceed amount of Five Thousand One Hundred and Thirty-Six Dollars and Zero Cents ($5,136) for the term of the Agreement, which expires on November 25, 2026.

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

MLLP and Contractor 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 November 25, 2030.

2. The not to exceed amount for the entire Agreement is increased by Twenty Five Thousand Five Hundred and Forty-Four Dollars and Zero Cents ($25,544.00) for a not to exceed amount of Thirty Thousand Six Hundred Eighty Dollars and Zero Cents ($30,680.00).

3. The Fee Schedule included as Exhibit B to the original agreement is hereby replaced in its entirety with the amended Fee Schedule attached to this amendment as Exhibit B-1.

4. 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 Insurance Requirements attached hereto as Exhibit C-1 and incorporated herein by this reference.

5. Contractor confirms that all work completed by May 1, 2026, has been invoiced and the invoices have been received by MLLP. No late invoices that are received after the execution of this second amendment will be honored for payment for the period prior to May 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.

Banksia Landscaping Inc.

DocuSigned by:

Kevin Pearson

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Kevin Pearson
President
6/9/2026

Mabuhay and Lakehurst LP, a California limited partnership

By: ICD Mabuhay LLC, a California limited liability company, general manager

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

Sylvia Martinez
Director of Housing Development

Vanessa Cooper
President

EXHIBIT A-1
SCOPE OF SERVICES

See the following pages 1-5 for original scope of work for one year's service (11/25/25-11/25/26). This amendment provides for the same monthly scope for the period 11/25/26-11/25/2030

Additional landscaping services, as required or requested, and as authorized by MLLP in writing.

BANKSIA
LANDSCAPE

Landscape Maintenance Proposal

Introduction

Banksia Landscape, Inc. is pleased to present this proposal for providing landscape maintenance services. Following a recent property walkthrough, we have familiarized ourselves with the current conditions and are confident in our ability to consistently meet your service expectations. Our mission is to enhance the beauty of your landscape while applying the highest standards in horticultural practices and customer service.

Who We Are

Banksia Landscape is a full-service commercial landscape company proudly serving the entire Bay Area. Headquartered in San Jose, we operate service centers in Alameda, Concord, and Fremont. Our diverse client base includes property management companies, retail shopping centers, multi-family housing developments, office campuses, and general contractors.

We are passionate about our craft and take pride in every project. Our purpose is to create lasting, high-quality landscape experiences where passion and professionalism intersect.

Our Best Practices at Work for You

Landscape maintenance is both an art and a science. A beautiful landscape depends on the precise blend of horticultural expertise and smart engineering. That beauty can only be sustained by teams equipped with the right tools, training, and resources.

At Banksia Landscape, we stay ahead of the curve—embracing the latest in aesthetic trends, environmental practices, and scientific developments.

We are proud participants in the local Bay-Friendly Landscaping Program and employ managers and supervisors who are certified "Bay-Friendly Qualified Professionals." Our maintenance programs integrate the seven Bay-Friendly Principles to ensure long-term health and sustainability of your landscape.

We focus on protecting people, wildlife, and the environment—employing smart plant selection, efficient irrigation, and sustainable practices that reduce both water use and carbon emissions. This is what modern landscape stewardship looks like.

Conclusion

Thank you for taking the time to learn more about Banksia Landscape, Inc. We appreciate your thoughtful consideration of our proposal and look forward to the opportunity to partner with you in enhancing and preserving your landscape.

1055 East Brokaw Road • Suite 30-348, San Jose, CA 95131
408-617-7100 • banksialandscape.com
Lic# C27-1018037

BANKSIA
LANDSCAPE

Landscape Management Solutions

Banksia Landscape Service, Inc. will serve as your horticultural asset manager for the following properties:
- **Alameda Housing Authority**

With our extensive experience and dedicated team, Banksia will deliver a comprehensive, proactive approach to landscape management, offering:
- A true business partnership to develop and protect your horticultural assets
- Proactive communications with your management team and community representative
- Consistent, full-service landscape management practices
- Proper frequencies and methods for establishing a new landscape—including pruning, fertilization, and pest management
- Irrigation system adjustments and checks to assure proper watering times and coverage
- Licensed and certified personnel across all core horticultural and irrigation disciplines

Our Staff
Our team is led by graduate horticulturists who train and manage our staff to the highest industry standards. Banksia employs Certified Landscape Professionals to oversee day-to-day operations while ensuring premium service quality and responsiveness. Our comprehensive support team includes:
- Certified irrigation technicians
- Licensed tree care professionals
- Field auditors
- Integrated Pest Management (IPM) specialists

Together, this team ensures your property receives expert care in every aspect of landscape maintenance.

Tree, Shrub Care
We recommend maintaining plant material in its natural form through selective pruning techniques. Fertilization is provided on an as-needed basis, and our teams perform bi-monthly inspections to monitor for signs of pests or disease.
Tree work above 15 feet in height is not included in the base agreement but can be performed by Banksia as an additional service upon request.

Ground Cover
Groundcovers are edged regularly to preserve a tidy and manicured appearance. Light topping may be performed periodically to control height, and we recommend a more significant pruning every few years to promote vigorous spring regrowth and rejuvenation.

Irrigation
We conduct monthly inspections of your irrigation system to ensure that watering schedules and coverage meet the needs of the landscape's root zones. Our team continuously adjusts heads, emitters, lines, and valves throughout the year to match seasonal requirements and plant health.

BANKSIA
LANDSCAPE

Benefits to Alameda Housing Authority

Banksia Landscape, Inc. is a locally operated company committed to quality horticultural practices, outstanding customer service, and efficient business operations. Our team brings a proactive approach to every property we manage, with a focus on sustainable landscapes and client satisfaction.

Service Enhancements

We provide a range of value-added services designed to streamline operations and elevate landscape quality:

- Seamless transition between installation and maintenance teams
- Excellent client communication and proactive service with a single point of contact
- Innovative, value-driven observations and professional recommendations
- Experienced, detail-oriented staff led by horticulture graduates
- Specialized expertise in Water Management, Integrated Pest Management (IPM), and Landscape Enhancement Services
- Skilled in smart controller technology, including Rainmaster equipment

Sustainability

At Banksia Landscape, sustainability is not just a practice—it's a core value. We are committed to preserving and enhancing the natural environment while supporting the long-term health of the landscapes we manage. Our sustainable approach includes:

- Bay-Friendly Landscaping Principles: We actively integrate the 7 principles of Bay-Friendly Landscaping, focusing on soil health, waste reduction, and energy-efficient practices.
- Drought-Tolerant Planting: We advocate for the use of climate-appropriate and native plant material to reduce water consumption and support local biodiversity.
- Soil Health & Composting: Our maintenance practices encourage organic matter retention and soil enrichment, reducing the need for synthetic fertilizers.
- Smart Irrigation: We utilize advanced irrigation technology, including smart controllers and weather-based systems, to optimize water use.
- Low-Emission Equipment: Where feasible, we incorporate electric and battery-powered tools to reduce noise and air pollution.
- Eco-Friendly Inputs: All pest and disease treatments are chosen for their environmental safety, favoring organic and biological controls wherever possible.

Through these efforts, we aim to reduce the environmental footprint of our services while creating resilient, beautiful landscapes that thrive year-round.

Quality Focus

Our commitment is to deliver efficient, high-quality service with consistent attention to detail. All field staff are guided by internal tools such as:

- Monthly Maintenance Schedules
- Annual Integrated Pest Management Calendar
- Quality and Image Guidelines

These tools ensure consistency and accountability throughout the year.

1055 East Brokaw Road • Suite 30-348, San Jose, CA 95131
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Lic# C27-1018037

BANKSIA
LANDSCAPE

Water Conservation

Our Water Management Department is staffed with certified professionals, including State Water Auditors and CLCA-certified personnel. This team develops and manages water budgets that:

- Support plant health
- Reduce water bills
- Minimize damage to asphalt and hardscapes
- Ensure compliance with regional regulations

We are dedicated to helping clients save money while preserving California's precious water resources.

Integrated Pest Management

Banksia's IPM program prioritizes prevention, safety, and environmental responsibility:

- Proactive monitoring and least-risk strategies for plant health
- Use of slow-release fertilizers for consistent, balanced nutrition
- Preventative weed, disease, and insect control methods
- Low-risk, environmentally safe treatments when intervention is necessary
- Biological controls used wherever possible to support healthy landscapes

Licenses and Certifications

Our staff are extensively trained and certified to uphold the high standards we demand in landscape maintenance. Credentials held by our team include:

- Certified Landscape Professional – National Association of Landscape Professionals (NALP)
- Certified Landscape Technician – NALP
- Certified Irrigation Auditor – Irrigation Association
- Qualified Applicator License – CA Department of Pesticide Regulation
- Bay-Friendly Qualified Professional – Rescape California

Safety Program

Banksia Landscape maintains an exceptional safety record through a proactive and comprehensive Safety Program that exceeds industry standards. Our commitment to safety ensures the well-being of both our team and the properties we service.

Key elements of our safety program include:

- **Weekly Tailgate Safety Meetings** to address site-specific topics and reinforce safe work practices
- **Annual Company-Wide Safety Day**, offering hands-on training, equipment demonstrations, and certification updates
- **Consistent Crew Assignments** to promote familiarity with the site and reduce risks
- **Ongoing Safety Audits and Training Updates** to maintain awareness and compliance with OSHA and industry regulations

With these protocols in place, our clients can count on a crew that works efficiently and safely while maintaining a respectful presence on-site.

Management Processes

Banksia Landscape implements a robust internal management system to ensure each property receives consistent, high-quality service. Our approach emphasizes accountability, communication, and attention to detail.

Our implementation and ongoing management process includes:

BANKSIA
LANDSCAPE

Implementation Phase:
- **Customized Implementation Plan** tailored to your property's unique needs
- **Irrigation Diagnostic Report** to establish baseline performance and identify early improvements

Ongoing Services:
- **Monthly and Quarterly Walkthroughs** with client representatives to assess performance and address priorities
- **Routine Irrigation Analysis** to optimize efficiency and plant health
- **Stringent Quality Control Measures**, including internal audits and checklist reviews
- **Annual Budget Process** support, including recommendations for operational adjustments and capital improvements

Through these structured processes, we ensure proactive care, fast issue resolution, and a landscape program that evolves with your needs.

Statement of Qualifications

Why Banksia Landscape

Banksia Landscape combines the professionalism, processes, and efficiencies of a large-scale operation with the personal touch and local expertise of a Bay Area-based company. Whether you are a property owner, manager, or general contractor, we deliver high-quality landscape maintenance and enhancement services tailored to your goals.

We utilize advanced technology and industry best practices to manage landscapes efficiently and effectively. Our graduate horticulturists oversee service delivery across a broad portfolio, including:
- Corporate campuses
- Office and industrial buildings
- Residential communities
- Healthcare facilities
- Municipal properties

Our Culture & Commitment

The culture at Banksia Landscape fosters a deep commitment to customer service, personal ownership, and team collaboration. This environment not only enhances service quality but also reduces employee turnover—allowing us to provide clients with consistent crews who know your property well.

We are proud of our work and consistently strive to deliver a superior level of service. With award-winning expertise in both landscape maintenance and construction, we stand behind the quality of every project.

EXHIBIT B-2
FEE SHEDULE

PROPERTY	2026 Monthly Cost	2027-2030 Monthly Cost	Annualized	Written Approval required
Linnet Corner	$428.00		$5,136.00	
Linnet Corner**		428.00	$20,544.00	
Additional Contingency ***				$5,000

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- **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 MLLP in the care, custody, or control of the Consultant. If not covered under the Consultant's Professional Liability policy, such property coverage of the MLLP may be endorsed onto the Consultant's Cyber Liability Policy as follows:
  - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the MLLP that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, MLLP requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by MLLP are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status:**
  - The Housing Authority of the City of Alameda and its legal affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries and legal affiliates, 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 MLLP a waiver of any right to subrogation which any insurer of said Consultant may acquire against MLLP by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether MLLP has received a waiver of subrogation endorsement from the Insurer.
- **Failure to Secure:**
  - If Consultant, at any time during the term hereof, fail to secure or maintain the foregoing insurance, MLLP 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 MLLP.

- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to MLLP
- **Verification of Coverage:**
    - Consultant shall furnish MLLP with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins.
    - Consultant shall furnish MLLP 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.
    - MLLP reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify MLLP in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risk or Circumstance:** MLLP reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

ISLAND CITY DEVELOPMENT

Resolution No. 2026-005

Execute a first amendment to the consultant services agreement between Mabuhay and Lakehurst LP and Banksia Landscape Inc, up to an amount of $30,680.00, with a new term of November 25, 2030.

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 June 17th, 2026 (the "**Meeting**"), the following resolutions were adopted:

WHEREAS, the Corporation is a California nonprofit public benefit corporation with a tax exempt status under Section 501(c)3 of the Internal Revenue Code and charitable and public purposes to benefit and support the Housing Authority of the City of Alameda (AHA);

WHEREAS, the Corporation has a Consulting Services Agreement with Mabuhay and Lakehurst LP for Landscaping Services;

WHEREAS, The first amendment is being made to extend the contract to ensure consistent provision of landscaping services and ease administrative burden;

NOW, THEREFORE, BE IT RESOLVED, that the Board finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference

BE IT FURTHER RESOLVED that the consultant services agreement between Mabuhay and Lakehurst LP and Banksia Landscape Inc, will be amended up to an amount of $30,680.00, with a new term of November 25, 2030.

BE IT FURTHER RESOLVED that the President is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: ___ Directors:

Nayes: ___ Directors:

Abstain: ___ Directors:

Absent: ___ Directors:

******

ATTEST:

____
Vanessa M. Cooper
President

____
Alicia Southern
Secretary

Approved as to form

____
General Counsel

Adopted: _____, 2026

Alameda Affordable Housing Corporation

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To:	Board of Directors
From:	Radha Mehta, Management Analyst
Prepared By:	Radha Mehta, Management Analyst
Date:	June 17, 2026
Re:	Adopt a Resolution to Accept the AHA Board of Commissioners' Decision to Adopt a Resolution approving a Consultant Services Agreement with Law Offices of Shelley S. Buchanan for eviction and property management counsel services with a maximum contract amount not to exceed $150,000 for a one-year term expiring on June 30, 2027. 6.F.

BACKGROUND

Island City Development has a staffing services agreement with the Housing Authority of the City of Alameda (AHA) to provide staffing, financial, and administrative support for Island City Development's predevelopment, development, and ownership activities. On behalf of Island City Development, AHA obtains and utilizes legal consultants for eviction and property management services for AHA-affiliated (including ICD) sites. Under AHA's procurement policy and procedures, and in compliance with HUD guidelines, it is preferable to enter into a contract for ongoing legal services.

DISCUSSION

RFP Process

On February 10, 2026, AHA staff issued a Request for Proposals (RFP) for Legal Services. AHA received 12 proposals from legal firms, including the Law Offices of Shelley S. Buchanan (Shelley Buchanan). In the proposals, the firms selected counsel roles to provide, including General Counsel, Fair Housing Counsel, Real Estate Counsel, Procurement and Insurance Counsel, Conflict of Interest Counsel, and Housing Programs Counsel.

The Evaluation Committee reviewed and ranked the proposals and the firms with experience in Eviction and Property Management Counsel services were selected to interview with the Committee. The interview panel was composed of AHA staff. This panel interviewed three firms on April 3, 2026: 1. Aleshire & Wynder, LLP 2. Nixon Peabody LLP and 3. Shelley Buchanan. All three firms were qualified and ranked well for the services. AHA has utilized

Shelley Buchanan's services since 2024 and the firm is working on several on-going cases. AHA proposes to continue utilizing the firm's services to complete those cases and other cases as needed. By October 31, 2026, AHA staff will determine how to best divide the cases and contracts between the three qualified firms.

Like many other affordable and market rate owners, it has taken several years for COVID-related legal actions involving AHA-affiliated properties to come to fruition, in part due to changing laws, COVID-era protections on rent due, and lengthy court delays. Many of the most difficult COVID-era cases were not settled until 2024-2025. As many of these cases have taken an extended amount of time and significant legal effort, AHA requires the continued services of the Law Offices of Shelley S. Buchanan and, therefore, requests a new agreement as a result of the 2026 Legal Services RFP for a not-to-exceed amount of $150,000. The price proposal includes a flat hourly rate for routine legal services, as well as costs associated with tasks beyond the routine scope of services. Proposed hourly rates are inclusive of employee wages and benefits, clerical support, overhead and profit, licensing, insurance, materials, and telephone calls. Out-of-pocket expenses such as document production, mileage reimbursements, or fees required by third parties such as application fees, filing fees or delivery charges will be reimbursed to Shelley Buchanan at actual cost.

Hourly rates for the firm are as follows:

Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
Principal Attorney	$205	$210	$215	$220	$225
Special Counsel	$205	$210	$215	$220	$225

Eviction Process and Counsel

Legal action, including evictions, are AHA's last option for tenants who do not pay rent or violate the lease. AHA works closely with local funding sources, and with our supportive services provider, LifeSTEPS, to seek rental assistance for tenants requiring those services. It is AHA's mission to preserve affordable housing in the City of Alameda. AHA does not waive rent owed, but has found that, especially post-COVID, informal payment plans between the tenant and AHA's property management service provider do not work, leading to a larger balance by the time a termination of tenancy action is filed. Therefore, AHA prefers to implement stipulated agreements drafted by legal counsel. Using legal counsel for such actions allows for better adherence to fair housing requirements, as well as offering standard payment plans and accurate stipulation terms. However, there are also occasions where legal counsel must represent AHA, its legal affiliates and/or their properties, in court to settle litigation-related matters. In addition to non-payment related legal actions, counsel also responds to nuisance issues, including damage to property, theft, harassment, abandonment of property, smoking in prohibited areas, hoarding and other habitability-related issues. This is to ensure the quiet enjoyment of the property by other tenants and, ultimately, to preserve the city's affordable housing stock.

Previous Contracts and Expenses with Shelley Buchanan

Shelley S. Buchanan had worked for the Law Offices of Bill Ford, which provided legal services to AHA since 2018. Continued legal counsel services are required as a result of ongoing post-COVID legal activities and necessitate the increase of the overall compensation amount. Due to the sudden closing of the Law Offices of Bill Ford, AHA initiated a sole source agreement with the Law Offices of Shelley S. Buchanan on January 16, 2024, for a not-to-exceed amount of $100,000 to continue the assistance on the cases while AHA staff worked on an RFP. The agreement was then later amended to increase the not-to-exceed amount to $185,000. This contract is now closed out.

In July 2024, AHA published an RFP for Legal Services — Eviction and Property Management Counsel. AHA received one submission from the Law Offices of Shelley S. Buchanan and deemed the submission to be responsive. The Evaluation Committee reviewed the proposal and determined it met the requirements and standards of the solicitation. In August 2024, the Law Offices of Shelley S. Buchanan was awarded the contract, in the amount of $100,000, with a term of October 24, 2024 to October 25, 2027. Since the initiation of this agreement, Staff has brought the agreement to the Board to amend and increase not-to-exceed amount to $350,000.

There have been some accounting issues related to late invoicing by the firm and incomplete payment processing by Asset Living (property management company). The reconciliation for the two agreements are complete after a thorough review by AHA staff. To date, approximately $180,694.5 has been expensed for the January 2024 agreement and approximately $319,829.59 has been expensed for the August 2024 agreement. AHA staff has been overseeing the accounting issues since December 2025 to ensure accuracy in payment.

It should be noted that legal costs under this master contract for ICD properties will be paid directly by those properties as incurred.

FISCAL IMPACT

For expenses related to specific ICD properties, costs are paid by property management for the individual properties where the tenant has a lease and these expenditures are reflected in the individual property budgets.

CEQA

Not applicable.

RECOMMENDATION

Adopt a Resolution to Accept the AHA Board of Commissioners' Decision to Adopt a Resolution approving a Consultant Services Agreement with Law Offices of Shelley S. Buchanan for eviction and property management counsel services with a maximum contract amount not to exceed $150,000 for a one-year term expiring on June 30, 2027.

ATTACHMENTS

1. Accept AHA-Buchanan Legal Contract Resolution_2026-00x
2. ATTACHMENT A- Law Offices of Shelley Buchanan Presentation
3. ATTACHMENT B- Law Offices of Shelley Buchanan Draft Services Agreement

Respectfully submitted,

Radha Mehta

Radha Mehta, Management Analyst

ISLAND CITY DEVELOPMENT

Resolution No. 2026-00X

A RESOLUTION OF THE BOARD OF DIRECTORS ACCEPTING THE CONSULTANT SERVICES AGREEMENT OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA WITH LAW OFFICES OF SHELLEY S. BUCHANAN FOR EVICTION AND PROPERTY MANAGEMENT COUNSEL SERVICES AT ICD PROPERTIES.

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 June 17th, 2026 (the "**Meeting**"), the following resolutions were adopted:

WHEREAS, ICD is a California nonprofit public benefit corporation with a tax-exempt status under Section 501(c)3 of the Internal Revenue Code and charitable and public purposes to benefit and support the Housing Authority of the City of Alameda (AHA);

WHEREAS, the ICD has a Staffing Services Agreement with the Housing Authority of the City of Alameda (the "**Authority**") for staffing, predevelopment and operations support, including property management oversight activities;

WHEREAS, the Authority has issued a Request for Proposal for Legal Services on February 10, 2026, including services for property management counsel;

WHEREAS, the Law Offices of Shelley S. Buchanan was a successful bidder and recommended by staff to be included in the law firms to serve as eviction counsel; and

WHEREAS, the proposed budget includes expenditures that are necessary to provide legal guidance on issues involving litigation, settlements, compliance, and nonpayment of rent for the efficient and economical operation of housing which will be used and paid for by ICD properties; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference

BE IT FURTHER RESOLVED that Board of Directors adopt a Resolution accepting the Consultant Services Agreement between the Housing Authority of the City of Alameda and Law Offices of Shelley S. Buchanan for Eviction and Property Management Counsel services with a maximum contract amount not to exceed $150,000 for a one-year term to June 30, 2027.

BE IT FURTHER RESOLVED that the President is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: ___ Directors::

Nayes: ___ Directors::

Abstain: ___ Directors::

Absent: ___ Directors::

******

ATTEST:

______________________________	______________________________
Vanessa M. Cooper President	Alicia Southern Secretary

Approved as to form

____
General Counsel

Adopted: _____, 2026

Adopt a Resolution approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Law Offices of Shelley S. Buchanan for eviction and property management counsel services with a maximum contract amount not to exceed $150,000 for a one-year term expiring on June 30, 2027.

June 17, 2026

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

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Agenda

- RFP Process & Timeline
- Evaluation
- Eviction Counsel Services
- Recommendation for Selection
- Cost Proposal
- General Counsel Transition
- Questions

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RFP Process

- On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services
- AHA received 12 proposals from legal firms
- The Evaluation Committee reviewed and ranked the proposals
- Firms with interest in Eviction Counsel services were selected to interview:
  - Aleshire & Wynder, LLP
  - Nixon Peabody, LLP
  - Law Offices of Shelley B. Buchanan

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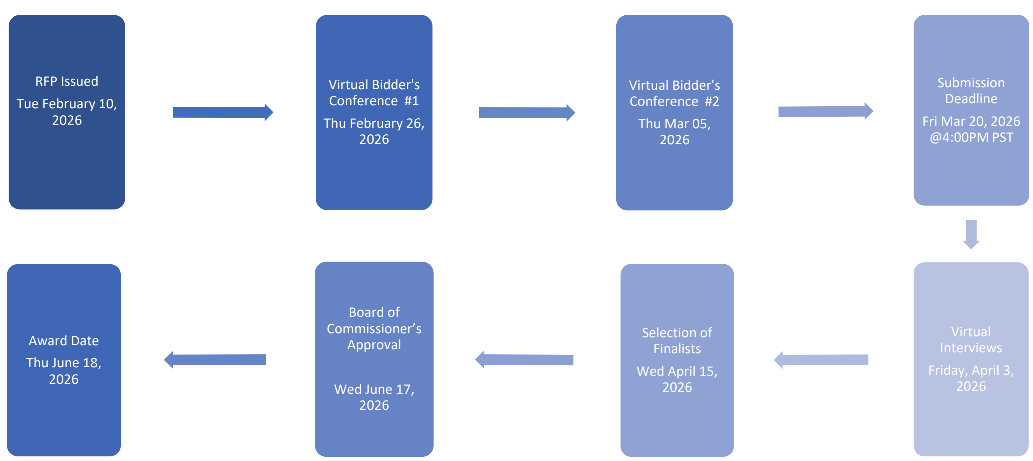
RFP Timeline



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Eviction and Property Management Counsel Services

- Guidance on Housing Authority's third-party managed sites and property management agreements/compliance
- Preparation, modification and approval of dwelling, and legally compliant lease(s) and notices.
- Track status of terminations of tenancy in designated software (MyCase currently) and provide a weekly spreadsheet identifying the status of all cases in process. Attend weekly legal case review calls as necessary.
- Proactively provide legal opinions and representation in matters related to landlord-tenant law, such as disputes involving leases, management agreements.
- Appear in court on behalf of ownership. Prepare staff and contractors for court.
- Provide timely notification of changes in local and state laws that are related to landlord-tenant law.
- Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling units or for the collection of rent.
- Performance of services necessary in the prosecution of contested eviction actions, including unlawful detainers.

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Cost Proposal

Hourly rates for the firm are as follows:

Law Offices of Shelley Buchanan					
Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
Principal Attorney	$205.00	$210.00	$215.00	$220.00	$225.00
Special Counsel	$205.00	$210.00	$215.00	$220.00	$225.00

Travel Fees: Law Offices of Shelley Buchanan will not charge for travel costs for attendance at regularly scheduled meetings.

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Questions and Answers

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this June 18, 2026 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and LAW OFFICIES OF SHELLEY S. BUCHANAN, a Sole Proprietorship whose address is 454 Las Galinas, Suite 1119, San Rafael, CA 94903 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. AHA is a Housing Authority duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et_ seq.

B. Pursuant to the Housing Authorities Law, AHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. AHA has determined that it requires professional services for Eviction and Property Management Counsel services.

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

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

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

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

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on June 30, 2027, unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

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

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

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

2.4 Consultant agrees to perform all services in accord with this Agreement in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.

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

2.6 Fidelity Bond: If Consultant, its officers, employees, subcontractors, agents, volunteers, or representatives interact with money or securities in or arising out of the performance of this Agreement, Consultant shall maintain a fidelity bond that fulfills the following requirements.

AHA must be designated as the obligee, and Consultant as the principal.

Consultant’s fidelity bond must be for a minimum of the sum of the gross potential rental income for two months plus the amount of the security deposits for property management services.

Consultant’s fidelity bond must provide blanket coverage that includes Consultant and all its officers, employees, subcontractors, agents, volunteers, or representatives who may have access to money and securities arising out of or in connection with the Consultant’s performance of this Agreement.

The bond shall cover losses including, without limitation, those arising from forgery or alteration, computer fraud, funds transfer fraud, counterfeit money and money orders, burglary, robbery, theft, embezzlement, employee dishonesty, and misplacement of money and securities.

The bond shall not contain a condition requiring arrest and conviction.

Prior to the commencement of the work, Consultant shall deliver to AHA an assurance letter, or similar documentation, from the bonding company or agency declaring the type of bond, the obligee (AHA) and principal (Consultant), amount of coverage, coverage period, and the annual cost of the bond.

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed One Hundred Fifty Thousand Dollars ($150,000), including all expenses("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount. Consultant shall not be liable or obligated to perform Services in excess of the fee stated in this section.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered and Consultant's candidate has accepted an offer that has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsg.org or on the AHA's vendor portal.

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501-2161
ATTN: Nancy Gerardin
(510) 747-4302

Email: ngerardin@alamedahsg.org

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

All contracts over $5,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

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

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

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

5. **INSPECTION OF SERVICES.**

All performances under this Agreement shall be subject to inspection by AHA. Consultant shall provide adequate cooperation to AHA representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement.

Consultant shall permit an AHA representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

6. **TIME IS OF THE ESSENCE.**

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

7. **INDEPENDENT CONTRACTOR.**

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

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

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

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

9. **NON-DISCRIMINATION.**

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor

Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS.**

10.1 To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless, including the cost to defend, the Housing Authority of the City of Alameda, its affiliates Alameda Affordable Housing Corporation and Island City Development, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, volunteers, agents, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, independent contractors, agents, or representatives in the performance of services under this contract. This indemnity does not apply to liability for damages arising from the sole negligence or willful acts of Indemnitees. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

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

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

10.4 These defense and indemnity obligations shall survive the termination and expiration of this Agreement and are independent of and not in any way limited by the insurance requirements of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify, defend, and hold AHA harmless, Consultant shall procure and maintain, or cause to be maintained, at its sole cost and expense, insurance coverage in compliance with Exhibit C on or before the commencement of the terms of this Agreement.

12. **CONFLICT OF INTEREST.**

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

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

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

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

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

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

13. **PROHIBITION AGAINST ASSIGNMENTS.**

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

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

14. **SUBCONTRACTOR APPROVAL.**

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

15. **PERMITS AND LICENSES.**

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

16. **REPORTS.**

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

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

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

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

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

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

17. **RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AHA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. With reasonable notice, Consultant shall provide free access to the representatives of AHA or its designees to such books and records during normal business hours; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to the performance of this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. **NOTICES.**

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

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

Housing Authority of the City of Alameda
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Vanessa Cooper, Executive Director

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

Shelley S. Buchanan
454 Las Gallinas, Suite 1119 San Rafael, CA 94903
415-566-3548 ssbuchananlaw@gmail.com

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

Consultant agrees and acknowledges that smoking, drinking alcoholic beverages, and listening to radios is prohibited at any AHA site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

20. **TERMINATION.**

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

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

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

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

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

20.5 Removal and Replacement of Consultant Employee.
If Consultant's staff member assigned to perform direct hire placement services for the AHA is: a) determined unsatisfactory by AHA, or b) terminates employment with Consultant while working at AHA, Consultant agrees to notify AHA in writing within four business hours for confirmation of the assignment of another qualified Consultant employee who will report to the job on the next business day as a replacement.

21. **FORCE MAJEURE.**

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

22. **COMPLIANCES.**

Consultant shall comply with all state and federal laws, including, but not limited to state prevailing wage laws to the extend applicable, all City of Alameda ordinances, and all rules and regulations enacted or issued by AHA. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform AHA and AHA shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of

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

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by AHA for nonconformance with the terms of the Agreement, AHA may offset the amount disallowed from any payment due to Consultant under this Agreement.

25. **NO PARTIAL DELIVERY OF SERVICES.**

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

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

28.2. **Nondisclosure and Nonuse Obligation.** Consultant agrees to perform all services hereunder in accord with this Agreement and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

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

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

29. **WAIVER.**

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

30. **CAPTIONS.**

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

31. **ADMINISTRATION.**

The AHA Executive Director (or designee) shall administer this Agreement on behalf of AHA and may issue all consents, approvals, directives, and agreements on behalf of AHA called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. **GENERAL.**

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

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

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

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

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

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

32.7 Limitation of Liability. Circumstances may arise where, because of a default on Consultant's part or other liability, the AHA is entitled to recover damages from Consultant. Regardless of the basis on which the AHA is entitled to claim damages from Consultant (including breach, negligence, misrepresentation, or other contract or tort claim), Consultant's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to four times the contract amount of this Agreement.

32.8 Under no circumstances is either party liable to the other for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

32.9 EXCEPT AS SET FORTH IN EXHIBIT A, CONSULTANT MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Notwithstanding anything to the contrary in this Agreement or any exhibit hereto, AHA acknowledges that this Agreement is not a contract for construction or repair services; Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, the following requirements only to the extent they are applicable, and only to the extent as such federal laws, rules, regulations and Executive Orders may have been modified, amended, supplanted or rescinded:

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

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

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

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

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

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

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

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

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

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

33.10 Access to Records and Records Retention: Consultant, and any sub.; consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of. time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration .of the term of this Agreement.

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

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

34. **BUILD AMERICA, BUY AMERICA COMPLIANCE**

34.1 Applicable law: Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Build America, Buy America Act is defined in 2 CFR 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/build_america_buy_america.

34.2 BABA Compliant/Non-BABA Compliant Proposal Submission Requirements .

Consultant has complied with, and shall continue to comply with, the following requirements in connection with the procurement relating to this Contract (for purposes of this section 34, the term “bidder” means the Consultant):

Consultant submitted both BABA compliant and non-BABA compliant proposals:

The AHA is requiring bidders responding to this solicitation to provide alternative responses depending on whether the bidder responding to the solicitation is successfully able to find the necessary BABA compliant products:

i. Bidders that are successful in finding needed BABA compliant products shall respond to this solicitation with two responses: one that is BABA compliant and one that is not;
ii. Bidders that are not successful (or only partially successful) shall respond by submitting a complete response that is not BABA compliant as well as a response that indicates that the bidder was unable to find the necessary BABA compliant products, and submit documentation compliant with the following minimum due diligence search requirements in lieu of a BABA compliant response to the solicitation:

(1) For micro purchases as defined by 2 CFR part 200 with procedures described in 2 CFR 200.320):

a. Bidder must search for the required product using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: "made in America" or "made in the USA;"
b. If none of the top 10 results of the search indicate that the product is made in America, the bidder is not required to search further;
c. If one or more of the search results indicates the product is made in America, the bidder must take the additional step of contacting the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product maker either confirms that the product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the bidder is not required to search further.

(2) For small purchases as described in procedures in regulations at 2 CFR 200.320(a)(2):

a. Bidder must search for the required product using at least two search attempts either using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: "made in America" or "made in the USA;"
b. If none of the top 20 results of both searches indicate that the product is made in America, bidder is not required to search further;
c. If one or more of the search results indicates the product is made in America, bidder is to contact the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product makers either confirm that the maker's product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the bidder is not required to search further.

(3) For purchases that meet or exceed the simplified acquisition threshold amount as defined 2 CFR 200.1:

a. The bidder must search for the required product using at least three search attempts either using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: "made in America" or "made in the USA;"
b. If none of the top 30 results of both searches indicate that the product is made in America, the bidder is not required to search further;
c. If one or more of the search results indicates the product is made in America, the bidder is to contact as many makers as the search results indicate are made in America, up to a maximum of five products, by email or by phone to confirm that the product meets the BABA requirements for the product. If the contacted product makers either confirm that the maker's product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within five business days, the bidder is not required to search further.

(4) Bidder shall document compliance with the minimum search requirements discussed above including:

a. Copies of searches used (e.g. PDF/JPEG copies of web pages showing search terms and results);
b. Copies of email correspondence with product makers;
c. Records of phone contacts with product makers, including;
    i. Dates and times of phone communications;
    ii. phone numbers used;

iii. Whether the phone communication was successful in making it possible to reach a staff person for the product maker able to respond to questions about BABA compliance, or whether the attempt at communication was unsuccessful (e.g., left a message, phone line was busy, or phone line was disconnected);

iv. If the phone communication resulted in reaching someone, the name of the person contacted; and

v. Notes describing the substance of the conversation (e.g., manufactured product is assembled in U.S., but the manufacturer is uncertain whether 55% of the value of the materials/components are sourced in the U.S.).

35. **HUD Requirements.** Consultant agrees to comply with all relevant HUD requirements, including those set forth in the General Conditions for Non-Construction Contracts, form HUD-5370-C (11/30/2023), attached hereto as Exhibit "D" and incorporated as if fully set forth herein. In the event of a conflict between the provisions in the body of this Contract and Exhibit "D", the provisions set forth in Exhibit "D" shall prevail.

36. **NONLIABILITY OF AHA OFFICIALS AND EMPLOYEES.**

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

37. **ENTIRE AGREEMENT.**

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

38. **AUTHORITY TO SIGN.**

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

39. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

i. Exhibit A - Scope of Services
ii. Exhibit B - Fee Schedule
iii. Exhibit C - Insurance Requirements for Consultants
iv. Exhibit D - Form HUD-5370-C

[SIGNATURES ON FOLLOWING PAGE]

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

"CONSULTANT"

LAW OFFICES OF SHELLEY S. BUCHANAN

By:__________________________

Name: Shelley Buchanan

Its: Principal Attorney

"AHA"

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

By:__________________________________
Vanessa Cooper, Executive Director

By: __________________________________

Nancy Gerardin, Director of Property Operations

EXHIBIT A
SCOPE OF SERVICES

AHA Standards and Requirements for all Counsel

- **Assignments of work:** Counsel is managed through the Executive Director, unless otherwise delegated. Work is generally assigned on an "as needed" basis apart from routine tasks and meetings. Counsel will perform only work which is authorized by AHA.
- **Billing**: Timely, accurate billing is expected, separated by case/project. Billing should include a statement of any past due amounts. Counsel must be paid through EFT or ACH.
- **Board Meetings**: Counsel shall attend meetings, including the AHA Board of Commissioners and its legal affiliates' board meetings, as requested remotely or in person, as determined by the Authority.
- **Changes in the law**: Counsel will proactively alert the Authority to changes in the law or regulation that may impact its business.
- **Conflict of interest:** Counsel will not undertake any representation or other relationship that places it in an actual or potential conflict of interest position with any other entity. Counsel shall submit a conflict of interest statement annually in January using the follow link https://form.alamedahsg.org/Forms/A4Gpo. Counsel shall also inform AHA of any new conflicts of interest as soon as they occur. Counsel may be removed from specific projects where there is no waiver or letter for joint counsel. Counsel or firm shall be responsible for timely disclosure of all current and future projects which may cause conflict of interest during the contract. Any consent and/or waiver to the conflict must be obtained in writing and is generally only given with Board approval. Counsel or firm will provide conflict of interest waivers, letters of joint representation etc. for the Board to review for all conflicts within 60 days of the award and when new conflicts arise.
- **Deadlines:** AHA is a fast-paced and rapidly-growing agency with a wide range of legal needs, some of which are needed at short notice. Work products shall be provided within 2 business days unless a different deadline is agreed between the firm and the Executive Director or designee. Routine communications via phone and/or emails shall be responded to within 24 hours, except for weekends and holidays. Counsel will meet deadlines as agreed and provide routine updates.
- **Fair Housing:** Counsel is required to promote fair housing and comply with the Fair Housing Act and fair housing laws and regulations.
- **Form 700:** General Counsel (and other counsel as necessary) shall submit a California Form 700 (Statement of Economic Interest) within 30 days of the contract being signed and annually thereafter in accordance with state timelines. This shall be submitted through AHA's online system.
- **Insurance**: See insurance requirements via Exhibit E- Attachment C. Counsel shall submit proof of insurance annually in January and must include AHA and its affiliated entities as additionally insured. Counsel must also have Cyber Liability insurance.
- **Records:** All documents and products created by the Counsel and any subcontractors shall become the exclusive property of AHA. Counsel shall be required to retain all pertinent records in accordance with AHA's Records Retention Schedule and for a minimum of the duration of the contract, plus additional years, as indicated by AHA's Record Retention Schedule. Counsel will be provided with the Record Retention Schedule after the award. AHA, HUD, and the Comptroller General of the United States shall at all times have access to any books, documents, papers, and records of the Counsel which are directly pertinent to the specific contract for the purpose of audit, examination, or for excerpts or transcripts.
- **Replacement Counsel:** Firm shall provide replacement counsel to meet expectations if assigned counsel is unavailable.
- **Response to Auditors:** Counsel will be required to respond timely to requests from the Authority's outside auditors annually**.**
- **Staff meetings/reports:** Counsel may be required to attend a weekly or monthly meeting and/or provide a weekly or monthly written report as determined by the Authority.
- **Subcontractors:** Counsel will hire only additional counsel (sub-contractors) with the express written authorization of AHA. All subcontractors are subject to the approval of AHA.

- **Use of AHA's case management system of record:** Counsel is required to utilize and upload legal case documents timely to Authority's assigned software, currently MyCase. A license and training will be provided by AHA.
- **Work standards:** All work to be performed by AHA's Counsel is to be performed in accordance with professional standards, HUD regulations, requirements and criteria and local codes, regulations, ordinances, and statues. All documents produced under contract to AHA must be submitted in a format to which both parties agree.

Eviction and Property Management Counsel

- Guidance on Housing Authority's third-party managed sites and property management agreements/compliance
- Preparation, modification and approval of dwelling, and legally compliant lease(s) and notices.
- Track status of terminations of tenancy in designated software (MyCase currently) and provide a weekly spreadsheet identifying the status of all cases in process. Attend weekly legal case review calls as necessary.
- Proactively provide legal opinions and representation in matters related to landlord-tenant law, such as disputes involving leases, management agreements.
- Appear in court on behalf of ownership. Prepare staff and contractors for court.
- Provide timely notification of changes in local and state laws that are related to landlord-tenant law.
- Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling units or for the collection of rent.
- Performance of services necessary in the prosecution of contested eviction actions, including unlawful detainers.

EXHIBIT B

FEE SCHEDULE

Law Offices of Shelley Buchanan					
Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
Principal Attorney	$205.00	$210.00	$215.00	$220.00	$225.00
Special Counsel	$205.00	$210.00	$215.00	$220.00	$225.00

Travel Fees: Law Offices of Shelley Buchanan will not charge for travel costs for attendance at regularly scheduled meetings.

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **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 Civils 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.

- **IF APPLICABLE: Sexual Abuse or Molestation (SAM) Liability:** Consultants that may interact with children or vulnerable adults must retain SAM insurance. If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

- **IF APPLICABLE: 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, tenants, 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 service (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 legal affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries and legal affiliates, 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, should 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.

<u>EXHIBIT D</u>
<u>FORM HUD-5370-C1</u>
<u>GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS</u>

https://www.hud.gov/sites/dfiles/OCHCO/documents/5370C1.pdf

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:	June 17, 2026
Re:	Adopt a Resolution and accept an update on the Request for Qualification process for property management services and authorize the President to negotiate property management agreements for 3 years for the following sites: Constitution and Eagle LP (**Rosefield Village**), Everett and Eagle LP (**Everett Commons**), Sherman and Buena Vista LP (**Littlejohn Commons**), Mabuhay and Lakehurst LP (**Linnet Corner**), Mosley and Mabuhay LP (**Estuary II**) and Lakehurst and Mosley LP (**Estuary I**); and in the event the Board of Directors is unable to meet in August 2026 or an executed agreement is required for funding purposes or loan conversion, authorize the President to execute the property management agreements and return to the next scheduled board meeting for ratification.

BACKGROUND

The property management agreements with Asset Living (formerly known as FPI Management, Inc.), to manage AHA, AAHC and ICD owned properties per the attached exhibit, Attachment B, are set to expire on December 31, 2026. The attached exhibit also includes Estuary II (owned by Mosley and Mabuhay, LP) and AHA-The Poplar which is in predevelopment phase. In anticipation of the contract expiration and to support the Agency's operational goals, the Housing Authority of City of Alameda (AHA) issued a Request for Qualifications (RFQ) for third party property management service providers on April 2, 2026. AHA requested qualifications from experienced and licensed firms to provide property management services for some or all of AHA, AAHC, and ICD portfolio. The RFQ was issued through AHA's procurement portal (Euna), which notified 180 vendors, with 10 vendors providing responses. Following an initial review for responsiveness and qualifications, eight (8) firms were invited to participate in in-person interviews with the evaluation committee on May 18, 2026 through May 20, 2026.

DISCUSSION

The evaluation committee reviewed the written submissions, conducted interviews, and evaluated each firm based on the criteria established in the RFQ, including:

1. Years of experience and qualifications of providing comparable services in the Bay Area
2. References
3. Real estate and brokers licenses to perform property management services in California

4. Affordable housing experience, to include Permanent Supportive Housing experience, for onsite and regional staff
5. Supervision and quality control mechanisms
6. Adequate administrative staff functionality, including accounting and compliance
7. Electronic record keeping system, preferably Yardi, and use of technology to streamline operations and provide accurate reporting, data, and management of key performance indicators
8. Acceptance by lenders, equity investors, local and state regulators, including the California Tax Credit Allocation Committee

Following the evaluation committee's assessment and recommendations, the interview panel proposed starting negotiations for the property management portfolio between the top two ranked firms, with the expectation that the portfolio may be split between the two providers. The proposed approach is intended to provide manageable portfolio distribution and oversight, with reduced operational risk associated with a full portfolio transition to a single provider. To facilitate the transition planning, the two proposed firms have executed Non-Disclosure Agreements (NDAs) with AHA. Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination. Significant work with lenders, investors and regulators will also be needed in the next two months to seek approvals. The names of the recommended firms will be disclosed in August 2026, after the negotiated property management agreements are presented to the Board of Directors.

Although the current property management agreements for each property with Asset Living remains in effect through December 31, 2026, the Agency anticipates initiating a phased transition in the fall prior to the contracts' expiration date. There may temporarily be overlap in operational and transitional related expenses during this period. If approved, the transitions will be implemented and administered with industry best practices in accordance with local, state and federal law, current HUD requirements, and HAP contracts. AHA will be supporting the best practices for the transition of property management and ensure the tenant selection, admissions, inspections, setting of rents and utility allowances, maintenance, and lease enforcement are administered appropriately by the new proposed property management firms.

Staff will return to the Board in August 2026 with the formal proposed property management agreements. However, staff is seeking approval for the President, or designee, to sign and bring back the property management agreements for ratification. This is only to ensure the process can proceed, for example, if there were to be difficulty obtaining a quorum or a signed agreement is needed for funding purposes or for the loan conversion of the two North Housing sites.

FISCAL IMPACT

Due to the anticipated phased transition process, it is expected that there will be overlapping costs associated with onboarding, coordination, data migration and training, in addition to accounting adjustments close out actions. Any transitional related expenses will be managed within approved budget appropriations. If necessary, a mid-year budget revision will be brought to the ICD Board if there is a material variance from the FY 2026-2027 Budget that is presented in a separate agenda memorandum.

CEQA

Not Applicable.

RECOMMENDATION

Adopt a Resolution and accept an update on the Request for Qualification process for property management services and authorize the President to negotiate property management agreements for 3 years for the following sites: Constitution and Eagle LP (Rosefield Village), Everett and Eagle LP (Everett Commons), Sherman and Buena Vista LP (Littlejohn Commons), Mabuhay and Lakehurst LP (Linnet Corner), Mosley and Mabuhay LP (Estuary II) and Lakehurst and Mosley LP (Estuary I); and in the event the Board of Directors is unable to meet in August or an executed agreement is required for funding purposes or loan conversion, authorize the President to execute the property management agreements and return to the next scheduled board meeting for ratification.

ATTACHMENTS

1. ATTACHMENT A- Property Management RFQ ICD Presentation
2. ATTACHMENT B - RFQ Property Management
3. ATTACHMENT C- ICD Property Management Resolution

Respectfully submitted,
Radha Mehta
Sylvia Martinez, Director of Housing Development

Adopt a Resolution and accept an update on the Request for Qualification process for property management services and authorize the President to negotiate property management agreements for 3 years for the following sites: Constitution and Eagle LP (Rosefield Village), Everett and Eagle LP (Everett Commons), Sherman and Buena Vista LP (Littlejohn Commons), Mabuhay and Lakehurst LP (Linnet Corner), Mosley and Mabuhay LP (Estuary II) and Lakehurst and Mosley LP (Estuary I); and in the event the Board of Directors is unable to meet in August or an executed agreement is required for funding purposes or loan conversion, authorize the President to execute the property management agreements and return to the next scheduled board meeting for ratification.

June 17, 2026

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

1

Agenda

- AHA Property Portfolio
- Request for Qualifications ("RFQ") Process & Timeline
- Evaluation
- Recommendation for Transition
- Questions

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

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AHA Property Portfolio

- AHA and its affiliates owns or controls:
- 23 properties consisting of 796 units (with 2 commercial properties)
- Two additional properties (106 units) in development
- Portfolio includes family, senior properties, scattered site housing and Permanent Supportive Housing (PSH)
- All properties are located on the island of Alameda (approximately 5-mile maximum radius)
- Majority of portfolio are PBV and HCV residents

Housing Authority of the City of Alameda

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AHA Property Management Contract – General

- 3-Year Contract with Renewal Options
- Start date no later than September 1, 2026

Housing Authority of the City of Alameda

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RFQ Process

RFQ issued	Thursday, April 2, 2026
Remote Pre-Bid Conference	Wednesday, April 15, 2026 at 1pm PST
Deadline for questions	Monday, April 20, 2026 at 5pm PST
RFQ Response Due to AHA	Friday, April 24, 2026 at 5pm PST
Selection of Finalists approx. And notification of lenders and investors of finalist names. Requests for fee proposal and circulation of draft contract.	Week of April 27, 2026
Any Proposed Contract Changes due from Finalists	Week of May 4
Interview Finalists. Discuss any revised Fee Proposal & Any Proposed Contract Changes from Finalists if needed. Final Review & Meetings, References Check	May 18, 2026 to May 20, 2026
Select Management Agent	Monday, June 1, 2026
Board Approval of Update	Wednesday, June 17, 2026
Transition Period and lender/investor approval process (if new management agent selected). Additional Board approvals required	July – September 2026

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

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Evaluation Process

The evaluation committee reviewed the written submissions, conducted interviews, and evaluated each firm based on the criteria established in the RFQ, including:

1. Years of experience and qualifications of providing comparable services in the Bay Area
2. References
3. Real estate and brokers licenses to perform property management services in California
4. Affordable housing experience, to include Permanent Supportive Housing experience, for onsite and regional staff
5. Supervision and quality control mechanisms
6. Adequate administrative staff functionality, including accounting and compliance
7. Electronic record keeping system, preferably Yardi, and use of technology to streamline operations and provide accurate reporting, data, and management of key performance indicators
8. Acceptance by lenders, equity investors, local and state regulators, including the California Tax Credit Allocation Committee

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

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Recommendation for Transition of Services

- The Evaluation Committee proposed the top two Property Management firms to split the AHA portfolio.
- Two proposed property management firms signed a Non-Disclosure Agreements (NDAs) with AHA.
- Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination.
- The names of the recommended firms will be disclosed in August 2026, after the negotiated property management agreements are presented to the Board of Commissioners.
- Agency anticipates initiating a phased transition prior to the existing contracts' expiration date.
- There may temporarily be overlap in operational and transitional related expenses during this period.
- Staff will return to the Board in August 2026 with the formal proposed property management agreements.

Housing Authority of the City of Alameda www.alamedahsg.org Housing Authority of the City of Alameda

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Any Questions?

Housing Authority
— of the —
City of Alameda

Housing Authority of the City of Alameda www.alamedahsg.org Housing Authority of the City of Alameda

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Attachment #B - Accept an update on the Request for Qualification process for property management services and approve a resolution authorizing the President to negotiate property management agreements for 3 years for the following sites: Constitution and Eagle LP (Rosefield Village), Everett and Eagle LP (Everett Commons), Sherman and Buena Vista LP (Littlejohn Commons), Mabuhay and Lakehurst LP (Linnet Corner), and Lakehurst and Mosley LP (Estuary I); and in the event the Board of Directors is unable to meet in August or an executed agreement is required for funding purposes or loan conversion, authorize the President to execute the property management agreements and return to the next scheduled board meeting for ratification.

Count	Legal Entity	Doing Business As ("DBA")
1	Housing Authority of the City of Alameda	Independence Plaza
2	Housing Authority of the City of Alameda	Parrot Gardens
3	Housing Authority of the City of Alameda	**AHA-Scattered Sites**
4	Housing Authority of the City of Alameda	Sherman House
5	Housing Authority of the City of Alameda	Lincoln House
6	Alameda Affordable Housing Corporation	Esperanza Apartments
7	Alameda Affordable Housing Corporation	Parrot Village
8	Alameda Affordable Housing Corporation	Eagle Village
9	Alameda Affordable Housing Corporation	Lincoln Willow
10	Alameda Affordable Housing Corporation	**AAHC-Scattered Sites**
11	Alameda Affordable Housing Corporation	Anne B. Diament Plaza
12	Alameda Affordable Housing Corporation	China Clipper Plaza
13	Alameda Affordable Housing Corporation	Stanford House
14	Housing Authority of the City of Alameda	The Poplar
15	Housing Authority of the City of Alameda	North Housing
16	Everett and Eagle, L.P.	Everett Commons
17	Sherman and Buena Vista, L.P.	Littlejohn Commons
18	Constitution and Eagle, L.P.	Rosefield Village
19	Lakehurst and Mosley, L.P.	Estuary I
20	Mabuhay and Lakehurst, L.P.	Linnet Corner
21	Mosley and Mabuhay, L.P.	Estuary II

***AHA = Housing Authority of the City of Alameda**
***AAHC = Alameda Affordable Housing Corporation**
***L.P. = Limited Partnership**

ISLAND CITY DEVELOPMENT

Resolution No. 2026-___

Accept an update on the Request for Qualification process for property management services and adopt a resolution authorizing the President to negotiate property management agreements for 3 years for the following sites: Constitution and Eagle LP (Rosefield Village), Everett and Eagle LP (Everett Commons), Sherman and Buena Vista LP (Littlejohn Commons), Mabuhay and Lakehurst LP (Linnet Corner), Mosley and Mabuhay LP (Estuary II) and Lakehurst and Mosley LP (Estuary I); and in the event the Board of Directors is unable to meet in August or an executed agreement is required for funding purposes or loan conversion, authorize the President to execute the property management agreements and return to the next scheduled board meeting for ratification.

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 June 17, 2026 (the "**Meeting**"), the following resolutions were adopted:

WHEREAS, the Corporation is a California nonprofit public benefit corporation with a tax exempt status under Section 501(c)3 of the Internal Revenue Code and charitable and public purposes to benefit and support the Housing Authority of the City of Alameda (AHA);

WHEREAS, the Corporation has previously approved agreements and amendments for property management services with FPI Property Management, Inc. (now known as Asset Living) with the expiration date of December 31, 2026; and

WHEREAS, the Request for Qualifications was issued on April 2, 2026 and eight firms were invited to an in person interview and selected two firms to contract with for property management services; and

WHEREAS, the proposed budget includes expenditures that are necessary to procure services related to transitioning the services leasing and operations, property management, repair and maintenance work, budget preparation, initial lease up and project start up, enforcement of lease to new property management; and

WHEREAS, the proposed plan recommends the transition of services to two new property management firms with temporary overlap in operational and transitional related expenses during this period; and

NOW, THEREFORE, BE IT RESOLVED, that the Board finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference

BE IT FURTHER RESOLVED, that the Board of Directors adopt a Resolution and accept an update on the Request for Qualification process for property management services and authorize the President to negotiate property management agreements for 3 years for the following sites: Constitution and Eagle LP (Rosefield Village), Everett and Eagle LP (Everett Commons), Sherman and Buena Vista LP (Littlejohn Commons), Mabuhay and Lakehurst LP (Linnet Corner), Mosley and Mabuhay LP (Estuary II) and Lakehurst and Mosley LP (Estuary I); and in the event the Board of Directors is unable to meet in August or an executed agreement is required for funding purposes or loan conversion, authorize the President to execute the property management agreements and return to the next scheduled board meeting for ratification.

BE IT FURTHER RESOLVED that the President is hereby authorized to take any and all actions necessary or required to implement and administer this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Ayes: Directors:

Nayes: Directors:

Abstain: Directors:

Absent: Directors:

ATTEST:

______________________________ ______________________________

Vanessa M. Cooper
President

Alicia Southern
Secretary

Adopted:

____
Date