ISLAND CITY DEVELOPMENT
AGENDA

AGENDA **SPECIAL MEETING OF ISLAND CITY DEVELOPMENT**
DATE & TIME **Monday, August 24, 2026 - 12:00 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/81835692327?pwd=ltY7JDUZSzI2RzpKOwb00WEqZ6AbjG.1

Meeting ID: 818 3569 2327
Passcode: 085571

One tap mobile
+16694449171,,81835692327#,,,,*085571# US
+17193594580,,81835692327#,,,,*085571# US

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 9:00 a.m. 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 9:00 a.m. on the day of the meeting, but prior to the meeting start time at 12:00 p.m. 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. Motion to Accept the Order of the Board of Directors Agenda for the August 24, 2026 Meeting.
3. 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.
4. PUBLIC COMMENT (Non-Agenda)
5. CONSENT CALENDAR (Action)
    A. Approve the Minutes of the Regular ICD Board of Directors Meeting held on June 03, 2026.
    B. Approve the Minutes of the Special ICD Board of Directors Meeting held on June 17, 2026.
    C. Accept the Monthly Overview Report for the Housing Development Department Regarding Project Pre-Development and Funding, Construction Activities, and Departmental Updates.
    D. Accept the Quarterly Stabilization Report for the Linnet Corner Housing Development Pertaining to Post-Construction, Financing, and Operations Activities.
    E. Accept the Quarterly Stabilization Report for The Estuary I Housing Development Pertaining to Post-Construction, Financing, and Operations Activities.
    F. Accept the Quarterly Development Report for The Estuary II Housing Development.
    G. Accept the Quarterly Report for The Poplar Housing Development.
    H. Approve the Quarterly Write-off, to June 30, 2026, of Uncollectible Accounts Receivable from Former Residents.
    I. Ratify and Approve the Consultant Services Agreement between Burke, Williams, and Sorensen LLP, and Everett and Eagle LP (**Everett Commons)** for construction defect legal services.
    J. Adopt a Resolution to Authorize the President to Negotiate and Execute a Second Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (Linnet Corner) and Market Design Furniture to increase the Not to Exceed Amount by $18,445.47, to a total of $205,459.78 of which $3,660.34 is contingency, to Extend the Contract

Term to March 24, 2027 and to Authorize the President to Amend the Scope of Work with additional services.

K. Adopt a Resolution to Authorize the President to Negotiate and Execute a Second Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (**Linnet Corner**) and J.H. Fitzmaurice to Exercise the Option to Extend the Contract Term to March 19, 2027 and to Authorize the President to Amend the Scope of Work with additional services.

L. Accept the AHA Board of Commissioners' decision to Adopt a Resolution Approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029.

6. AGENDA

A. Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Constitution and Eagle, L.P. for **Rosefield Village**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $120,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Constitution and Eagle, L.P. for **Rosefield Village** and National Community Renaissance of California with a not to exceed amount of $19,320, subject to review and approval as to form by General Counsel.

B. Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Everett and Eagle, L.P. for **Everett Commons**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $32,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Everett and Eagle, L.P. for **Everett Commons** and National Community Renaissance of California with a not to exceed amount of $4,200, subject to review and approval as to form by General Counsel.

C. Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Mabuhay and Lakehurst, L.P. for **Linnet Corner**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $70,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Mabuhay and Lakehurst, L.P. for Linnet Corner and National Community Renaissance of California with a not to exceed amount of $13,440, subject to review and approval as to form by General Counsel.

D. Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Lakehurst and Mosley, L.P. for **Estuary I**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $55,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Lakehurst and Mosley, L.P. for Estuary I and National Community Renaissance of California with a not to exceed amount of $9,450, subject to review and approval as to form by General Counsel.

E. Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Sherman and Buena Vista, L.P. for **Littlejohn Commons**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $40,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Sherman and Buena Vista, L.P. for **Littlejohn Commons** and National Community Renaissance of California with a not to exceed amount of $6,510, subject to review and approval as to form by General Counsel.

F. Adopt a Resolution for a Technology Disruption Policy as a voluntary policy to align with the July 1st, 2026 Brown Act changes required of larger entities.

7. NON-AGENDA (Public Comment)
8. WRITTEN COMMUNICATIONS
9. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
10. ADJOURNMENT

NOTES:

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

disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help Island City Development accommodate these individuals.

IF YOU WISH TO ADDRESS THE BOARD:

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

ISLAND CITY DEVELOPMENT
701 Atlantic Avenue
Alameda, CA 94501

DRAFT UNTIL APPROVED

AGENDA	**MEETING OF THE BOARD OF DIRECTORS**
TYPE	**Regular**
DATE	**Wednesday, June 03, 2026**
TIME	**12:30 p.m.**

Legal counsel, Adrian Guerra and Michelle Hernandez from Aleshire and Wynder, were present.

1. CALL TO ORDER AND ROLL CALL

The Board of Directors meeting was called to order at: 12:36 p.m.

Directors Cooper and Grob were present. Director Southern was absent. Quorum was established.

2. Motion to Accept the Order of the Board of Agenda for the June 3, 2026, Meeting

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

Ayes 2
Nayes 0
Abstain 0

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

Director Cooper identified that two Board Directors attended in-person and none attended via teleconference.

4. Closed Session – 12:02 p.m. – Adjournment to Closed Session to Consider

A. Conference with Legal Counsel – Anticipated Litigation: Consider exposure to significant litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: One potential case

Closed session was not conducted and, therefore, no discussion occurred on this item.

5. PUBLIC COMMENT (Non-Agenda)

There was nobody in the audience desiring to provide public comment, so no public comment was received.

6. CONSENT CALENDAR (Action)

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

6-A. Approve the Minutes of the Regular ICD Board of Directors Meeting held on April 13, 2026.
6-B. Accept the Monthly Overview Report for the Housing Development Department.
6-C. Accept the Quarterly Stabilization Report for Linnet Corner
6-D Accept the Quarterly Stabilization Report for the Estuary I
6-E Accept the Quarterly Stabilization Report for Estuary II.
6-F Accept the Quarterly Development Report for the Poplar
6-G Approve the Quarterly Write-off, to March 31, 2026, of Uncollectible Accounts Receivable from former residents.
6-H Ratify the AHA Board of Commissioners' Decision to Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Aleshire and Wydner, LLP for General Counsel services with a maximum contract amount not to exceed $250,000 for a three-year term, with two 1-year options.

Director Grob moved to approve the staff recommendations on the Consent Calendar items in their entirety. Director Cooper seconded the motion. The motion passed unanimously.

Ayes 2
Nayes 0
Abstain 0

7. NEW BUSINESS

7-A Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (Linnet Corner) and J.H. Fitzmaurice Increasing the Contract Amount by $100,000 for a New Maximum Contract Amount Not to Exceed $179,626, with an Existing Term of September 19, 2026, and Approved Option to Extend the Contract for One Six-Month Term to March 31, 2027.

Staff person Jocelyn Layte shared a presentation about past efforts and current maintenance needs at Linnet Corner.

Director Grob moved to approve staff's recommendation. Director Cooper seconded the motion. The motion passed unanimously.

Ayes 2
Nayes 0
Abstain 0

7-B Authorize the President to Negotiate and Execute a First Amendment to the Consultant Services Agreement between Lakehurst and Mosley LP (The Estuary I) and J.H. Fitzmaurice Increasing the Contract Amount by $100,000 for a New Maximum Contract Amount Not to Exceed $307,772, with an Existing Term of September 19, 2026, and Approved Option to Extend the Contract for One Six-Month Term to March 31, 2027.

Staff person Jocelyn Layte shared a presentation about past efforts and current maintenance needs at Estuary I.

Director Cooper confirmed that budget was available for the requested maintenance.

Director Grob moved to approve staff's recommendation. Director Cooper seconded the motion. The motion passed unanimously.

Ayes 2
Nayes 0
Abstain 0

8. NON-AGENDA (Public Comment)

No public comment was received at this time.

9. WRITTEN COMMUNICATIONS

No further written communication was presented at this time.

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

Director Cooper thanked staff for their efforts on the North Housing development and commented that it was rewarding to see residents occupying the two communities.

11. ADJOURNMENT

The meeting was adjourned at 12:49 p.m.

Vanessa Cooper
President

Alicia Southern
Secretary

Adrian Guerra
General Counsel, Aleshire and Wynder, LLP
Reviewed for form

ISLAND CITY DEVELOPMENT
701 Atlantic Avenue
Alameda, CA 94501

DRAFT UNTIL APPROVED

AGENDA	**MEETING OF THE BOARD OF DIRECTORS**
TYPE	**SPECIAL**
DATE	**Wednesday, June 17, 2026**
TIME	**7:02 p.m.**

Legal counsel Gabrielle Janssens from Goldfarb and Lipman, and Michelle Hernandez from Aleshire and Wynder, were present.

1. CALL TO ORDER AND ROLL CALL

The Board of Directors meeting was called to order at: 8:40 p.m.

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

2. Motion to Accept the Order of the Board of Agenda for the June 17, 2026, Meeting

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

Ayes 3
Nayes 0
Abstain 0

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

Director Cooper identified that all three Board Directors attended in-person.

4. 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.

Closed Session was held after item 7A from the main agenda.

Director Cooper adjourned to Closed Session at 8:43 p.m.

Director Cooper reconvened the Special Meeting at 8:56.

No reportable action was taken during this closed session.

5. PUBLIC COMMENT (Non-Agenda)

There was no person in the audience desiring to provide public comments.

6. CONSENT CALENDAR (Action)

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

6-A. Accept the Monthly Overview Report for the Housing Development Department.

6-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.

6-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.

6-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.

6-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.

6-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.

Director Grob moved to approve the staff recommendations on the Consent Calendar items in their entirety. Director Southern seconded the motion. The motion passed.

Ayes 3
Nayes 0
Abstain 0

7. NEW BUSINESS

7-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.

Director Grob moved to approve staff's recommendation. Director Southern seconded the motion. The motion passed unanimously.

Ayes 3
Nayes 0
Abstain 0

8. NON-AGENDA (Public Comment)

There was no person in the audience desiring to provide public comments.

9. WRITTEN COMMUNICATIONS

No further written communication was presented at this time.

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

No additional oral communication was provided at this time.

11. ADJOURNMENT

The meeting was adjourned at 8:57 p.m.

Vanessa Cooper
President

Alicia Southern
Secretary

Adrian Guerra
General Counsel, Aleshire and Wynder, LLP
Reviewed for form

ITEM 5.C

ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: August 24, 2026

Re: Accept the Monthly Overview Report for the Housing Development Department Regarding Project Pre-Development and Funding, Construction Activities, and Departmental Updates.

BACKGROUND

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

DISCUSSION

Island City Development

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 has approved options for ground leases for Estuary II & The Poplar. There is also a conditional Project-Based Voucher commitment for Estuary II, for forty Project-Based Vouchers which, due to the HUD budget, cannot be funded at this time.

Affordable Housing Project Pipeline

- Estuary I – Good news! Estuary I converted to its permanent financing on July 20, 2026. See the full report on this agenda.
- Linnet Corner - Good news! Linnet Corner was approved to receive an early disbursement of its State HCD funding (approximately $16 million) to partially pay down the construction loan, which will save on construction interest carry. See the full report on this agenda.
- Estuary II – Estuary II has received a $1.38 million award from the Federal Home Loan Bank of San Francisco. In addition, AHA has worked with State HCD staff to prepare a request for additional funding for this project, as a beneficiary of the new combined State HCD program. See the full report on this agenda.
- North Housing Master Plan – Staff expects the release of the EBMUD infrastructure bond and City infrastructure bond in the summer of 2026. Both bonds are pending final review of the completed work and the first year guarantee. Staff will work on the additional infrastructure design in 2027 and also expect to do an Request for Information (RFI) in 2027 to review options for the remaining 9 acres.

- The Poplar (2615 Eagle) – Poplar has been a reduced priority due to other time-sensitive projects. Staff are currently focusing their attention on the Independence Plaza rebuild. A quarterly report is part of this agenda and an update was issued to the community on July 28, 2026.

Asset Management Reporting

TCAC annual reporting was completed in July. Staff is assembling the possessory interest documents (for sites which have a ground lease from a public agency) for the Assessor's office. In addition, staff has completed the annual reporting for the Local Housing Trust Fund program, as well as updating the pipeline (please see the attachments). These documents are required to be updated on the website every summer.

New Funding Opportunities

Housing Development, Finance, and Portfolio completed the 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 ratifies the documents recorded on July 24, 2026. Staff will start the review of options for upgrades and refinance of these sites in 2027.

Construction Projects in Progress

Independence Plaza is the top priority for the coming months due to tenants being displaced from their units. The department has updates on procurement to rebuild unit interiors after the flooding at Independence Plaza this week, the complete roof replacement at Independence Plaza (IP), and other projects. See the monthly report on this agenda.

Staffing

Two summer interns assisted on a host of projects including regulatory agreement updates, policy analysis, procurement, and research on future options for the North Housing Master Plan. Both interns have been invited to continue with the agency as Management Fellows, and one has accepted for this year, while the second is able to return next year after completing graduate school. A retired AHA staff member is assisting with financial review. A new project manager has accepted an offer to join the department in August.

Public Outreach

AHA featured a social media post on the successful application between AHA and a local bank, Farmers and Merchants Bank (FMBank) for $1.38 million dollars for Estuary II. This application was a new partnership with this local bank.

FISCAL IMPACT

None

CEQA

Not Applicable

RECOMMENDATION

Accept the Monthly Overview Report for the Housing Development Department.

ATTACHMENTS

1. AAHTF Pipeline_July 2026
2. 23-LHTFCOM-18007_2026 LHTF Annual Report
3. 24-LHTFCOM-18675_2026 LHTF Annual Report
4. 21-LHTFCOM-16920_2026 LHTF Annual Report

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

ALAMEDA AFFORDABLE HOUSING TRUST FUND

PIPELINE

Phase	Developer Name	Project Name	Project Address/ Jurisdiction of Project	Type of Project	AAHTF Units	Total # of Units	AAHTF funds Awarded	Issued Letter of Intent: State LHTF Matching Funds	AAHTF Unit AMI Level	Amount of Other Proposed Funding	Source of Other Proposed Funding
Final Application Phase	Housing Authority of the City of Alameda	Independence Plaza*	703 Atlantic Avenue, City of Alameda	Preservation /rehabilitation	3	186	$ 1,078,424.25	$ 359,474.75	30% of funds for units at 30% AMI; 100% below 60% AMI	$36,400,400	Alameda Housing Authority; Project reserves, MTW funds
Final Application Phase	Island City Development	North Housing PSH-II*	520 Mosely Ave, Alameda	New Construction: Permanent Supportive Housing	46	46	$ 3,750,000.00	$ 1,250,000.00	30% of funds for units at 30% AMI; 100% below 60% AMI	$32,411,631	4% tax credits, tax exempt bonds, HOME, PLHA, Inclusionary, FHLB - AHP, National Housing Trust Fund, BofA construction loan
Stabilization	Island City Development	North Housing PSH-I**	500 Mosely Ave, Alameda	New Construction: Permanent Supportive Housing	44	45	$ 3,750,000.00	$ 1,250,000.00	30% of funds for units at 30% AMI; 100% below 60% AMI	$37,923,884	9% federal and state tax credits, HOME, CDBG, PLHA, Inclusionary, FHLB - AHP, Housing Authority of the City of Alameda, BofA construction loan
Stabilization	Island City Development	North Housing Senior Apartments**	2000 Lakehurst Cricle, Alameda	New Construction: Senior, Veterans	63	64	$ 2,438,000.00	$ 1,000,000.00	30% of funds for units at 30% AMI; 100% below 60% AMI	$49,834,256	4% federal and state tax credits; tax exempt bonds; MHP, VHHP, IIG, FHLB-AHP, BofA construction loan, CCRC permanent loan
							$11,016,424.25	$3,859,474.75			

updated July 2026

*project can submit a final application as AAHTF has received a State award of Local Housing Trust Fund funds.

**project has closed on LHTF and AAHTF funding. Construction is complete, and the project is leased-up.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
STATE GRANT IMPLEMENTATION and MANAGEMENT
651 Bannon Street, 8th Floor
Sacramento, CA 95811
LHTFSGM@HCD.CA.GOV

LOCAL HOUSING TRUST FUND (LHTF) PROGRAM
Annual Report

Last Revised 07/25/2026

HCD Contract Number:	**23-LHTFCOM-18007**	**Grantee Name:**	**Alameda Affordable Housing Corporation**
Preparer Name and Title:	**Sylvia Martinez, Director of Housing Development**	**Preparer Phone Number:**	**(510) 747-4343**
Preparer Email:	**smartinez@alamedahsg.org**	**Reporting Period:**	**7/1/25 - 6/30/26**

The Department reserves the right to request other forms or reports as may be necessary or required to verify the information provided in this Annual Report.

1. Please summarize the work undertaken or completed in the reporting period, including the number, type, and unit count of Eligible Projects receiving Program Funds, pursuant to Guidelines §112(a)(1)

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

During the reporting year, July 1, 2025, through June 30, 2026, North Housing Senior Apartments (Linnet Corner) celebrated many important milestones. Construction was completed in August 2025 and lease up efforts began in September 2025. These homes are leased via referrals from the Housing Authority of the City of Alameda's Project Based Voucher Waitlist, a Property Management managed interest list, and Alameda County Coordinated Entry System, who refer senior formerly homeless disabled veterans. Full occupancy was reached by the end of February 2026. On June 30, 2026, stabilization was well underway and the process of conversion to permanent financing had begun.

2. Please summarize the activities planned to be undertaken in the next reporting period, pursuant to Guidelines §112(a)(2)

During the next reporting period, Linnet Corner will have completed conversion to permanent financing and will continue relationships and partnerships with local organizations which have allowed retention rates of 98% over the last 6-months.

3. Please describe any problems encountered in Program implementation. Include a description of the solution and when it will be implemented, pursuant to Guidelines §112(a)(3)

Linnet Corner does not anticipate any future problems in Program implementation.

4. Please describe how the problems referenced in question #3 above may impact the ability to complete or fulfill obligations under the Standard Agreement, pursuant to Guidelines §112(a)(4)

The problems referenced in question #3 will not impact our ability to fulfill obligations under the Standard Agreement for Linnet Corner.

5. Please outline the steps for completing your public noticing and hearing process. Attach required documentation of the website posting and any relevant records of the public hearing, pursuant to Guidelines §108(c)

The Housing Authority of the City of Alameda's (AHA) website (https://www.alamedahsg.org/about-us/alameda-affordable-housing-corporation/) contains the information for our public hearings and notices. We held our annual public hearing on May 20, 2026 within the Alameda Affordable Housing Corporation Board of Commissioners Meeting. The meeting was advertised for 30 days on AHA's website through social media and received written comments until 5:00 PM on 5/20/2026. The agenda for the meeting was published 72 hours in advance. Additionally, there was time for public comment at the meeting. The meeting packet can be found at this link on AHA's website: https://www.alamedahsg.org/meetings/?month=5&yr=2026. The minutes for this meeting can be found in the same location.
The Alameda Affordable Housing Corporation is subject to the Brown Act. The relevant section of the Brown Act, as applied to a public agency like AHA whose board is not elected, provides that a nonprofit is covered by the Act if both of the following are true (Government Code Section 54952(c)(1)(B)):

a) Test 1: The nonprofit board of directors includes one member of the AHA Board of Commissioners appointed (or elected or selected) by the AHA Board to the nonprofit board as a full voting member; and

b) Test 2: The nonprofit receives funds from AHA.

AAHC's nonprofit Board includes an AHA commissioner and receives funds from AHA and thus is subject to the Brown Act.

6. Please share any success stories you've had from HCD LHTF-funded projects.

During the reporting period, ICD had two LHTF-funded projects (North Housing PSH-I and Linnet Corner) finish construction, receive CoO and move-in tenants and enter stabilization. Both projects were ahead of schedule, exceeding expectations for the pace of the project. The projects serve highly vulnerable populations, including the formerly homeless, disabled senior veterans, and very low-income seniors. The sites include intensive case management and other resident engagement services that have resulted in successful housing tenure, increased employment, and improved health outcomes for the residents.

7. Please describe how you are adhering to Housing First Practices, if applicable to any projects funded with LHTF Program Funds.

Linnet Corner has 16 formerly homeless veteran fully-furnished units. Additionally, basic home essentials are provided at move-in. All veteran units are selected/referred through the Alameda County Coordinated Entry System in partnership with the SF VA Medical Center. The formerly homeless tenants are supported with intensive case management funded by the County of Alameda. Under Housing First, applicants for the PSH units are not/will not be rejected based on poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”

8. We attest that the Ongoing Revenues identified in the LHTF application based on the definitions below are still ongoing as of the signature date of this annual report.	**Yes**
Ongoing Revenue Definitions: -Existing Housing Trust Fund Sources: public or private source(s) of revenue totaling at least an average of $100,000 per year for three years after the date of the Program Award. -New Housing Trust Fund Sources: sufficient public or private source(s) of revenue to pay for the Trust Fund's operating costs for a minimum of five years after the date of the Program Award. *Note: Ongoing Revenues may not include one-time donations, such as land donations or large bequests.*	
9**. We attest that the Local Housing Trust Fund is currently in operation per Guidelines §108(b).** - Grantee must continue the operation of the Local Housing Trust Fund for at least five years after the Program Funds award date.	**Yes**

10. Additional Notes - Provide any additional comments in the section below (including if there is a No for cells H96 through H98).

N/A

Summary of cumulative number of units produced based on the total assistance funded with LHTF Program Funds and Matching Funds under this contract. ***Data taken from information input into project-specific tabs. If numbers below appear inaccurate, check information on the corresponding project tab.***

Rental Housing Projects (including Permanent Supportive Housing)

Total number of units for Extremely Low Income (up to 30% AMI)	19	Total number of units for Lower Income (up to 60% AMI)	44	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

Emergency Shelter or Transitional Housing

Total number of units for Extremely Low Income (up to 30% AMI)	0	Total number of units for Lower Income (up to 60% AMI)	0	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

Homeownership Projects

Total number of units for Extremely Low Income (up to 30% AMI)	0	Total number of units for Lower Income (up to 60% AMI)	0	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

ADU/JADU

Total number of units for Extremely Low Income (up to 30% AMI)	0	Total number of units for Lower Income (up to 60% AMI)	0	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

LOCAL HOUSING TRUST FUND (LHTF) PROGRAM
Annual Report
Financial Summary

Grantee Name:	Alameda Affordable Housing Corporation	HCD Contract Number:	23-LHTFCOM-18006	Reporting Period:	7/1/25 - 6/30/26

Total Amount of Program Funds Awarded:	Maximum Allowable Program Funds for Admin:	Total Amount of Program Funds Committed to Admin:	Total Amount of Matching Funds Committed to Admin:	Total Amount of Program Funds Disbursed for Admin By HCD:	Total Amount of Program Funds Expended on Admin to date:	Total Amount of Matching Funds Expended on Admin to date:	Total Amount of Matching Funds Required to be On Deposit: **Excluding Admin**	Total Amount of Matching Funds Required to be on Deposit for Admin:
$1,000,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000,000.00	$0.00

Total Amount of Program Funds Expended including Admin:	Total Amount of Matching Funds Expended including Admin.	Total Amount of Program Funds Committed all Projects including admin.	Total Amount of Matching Funds Committed all Projects including admin.		Percent of Program Funds Expended on Extremely Low Income Households (up to 30% AMI)	Percent of Matching Funds Expended on Extremely Low Income Households (up to 30% AMI)	Percent of Program Funds Expended on Lower Income Households (Up to 80% AMI)	Percent of Matching Funds Expended on Lower Income Households (Up to 80% AMI)	Percentage of Program Funds Expended on Moderate Income Households (Up to 120% AMI)	Percentage of Matching Funds Expended on Moderate Income Households (Up to 120% AMI)
$1,000,000.00	$2,438,000.00	$1,000,000.00	$2,438,000.00		30.00%	73.14%	70.00%	170.66%	0.00%	0.00%

Project(s) Names **<u>*Please list all projects awarded from this allocation of LHTF including completed projects*</u>**	Type of Loan	Total Amount of Program Funds Committed **<u>*Excluding Admin*</u>**	Total Amount of Matching Funds Committed **<u>*Excluding Admin*</u>**	Total Amont of Program Funds Disbursed By HCD <u>***Excluding Admin***</u>	Amount of Funds Expended on Extremely Low-Income (ELI) Households (up to 30% AMI) to Date. **<u>Must be at least 30% of expended funds</u>**		Amount of Funds Expended on Low-Income Households (up to 80% AMI) to Date.		Amount of Funds Expended on Moderate-Income Households (up to 120% AMI) to Date **<u>Must not exceed 20% of expended funds</u>**	
1					LHTF Program Funds	Matching Funds	LHTF Program Funds	Matching Funds	LHTF Program Funds	Matching Funds
Linnet Corner	Both Const/Perm	$1,000,000.00	$2,438,000.00	1,000,000.00	$300,000.00	$731,400.00	$700,000.00	$1,706,600.00	$0.00	$0.00

Additional Comments

Admin fees for the Alameda Affordable Housing Trust Fund are $100,000 annually. Funded by a private grant.

Local Housing Trust Fund (LHTF) Program
Annual Report Project Worksheet

Project Name:	Linnet Corner	**Project Address:**	2000 Lakehurst Circle, Alameda, CA 94501	**Developer Name:**	Island City Development
Project Type:	Rental Housing Project with Mixed PSH Units	**Project Activity:**	New Construction	**Project Status:**	Construction Completed
Date of Project Completion:	8/21/2025	**Certificate Issue Date:**	8/21/2025	**Date Affordability Covenant Expires:**	8/21/2080

LHTF & Non LHTF Project Unit Information:

Please fill out the below table with information regarding LHTF-funded and Non LHTF-Funded units in this project, pursuant to §112 (c) of the guidelines.

Select the total amount of units Funded with LHTF Program Funds ***This will populate individual rows for each unit below required to be completed***		Total number of LHTF units for Extremely Low Income (up to 30% AMI)	Total number of LHTF units for Lower Income (up to 60% AMI)	Total number of LHTF units for Lower Income (up to 80% AMI)	Total number of LHTF units for Moderate Income (up to 120% AMI)
How many rows will the user need? Type 1-300	64	19	44	0	0

LHTF Program and Matching Funds Unit Number	LHTF Program and Matching Funds Unit Size	LHTF Program and Matching Funds Unit AMI	Avg AMI for LHTF Program and Matching Fund Units in the Project (Enter Actual % AMI Levels)	Amount of LHTF Program Funds Expended In this Reporting Period	Amount of Matching Funds Expended in this Reporting	Amount of LHTF Program Funds Expended To Date	Amount of LHTF Matching Funds Expended To Date	Non-LHTF Units Unit Size and AMI Restriction	Non-LHTF Aggregated Number of Restricted Units in Project
			33.97%	**$0.00**	**$0.00**	**$1,000,000.00**	**$2,438,000.00**		
101	Studio	ELI up to 30% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
103	Studio	ELI up to 30% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
105	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
107	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
109	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
111	Studio	ELI up to 30% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
113	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
115	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
117	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
119	Studio	ELI up to 30% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
121	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
201	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
202	Studio	ELI up to 30% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
203	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
204	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
205	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
206	1-Bedroom	ELI up to 30% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
207	Studio	ELI up to 30% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
208	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
209	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
211	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
213	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
215	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
217	Studio	ELI up to 30% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
219	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
221	Studio	ELI up to 30% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
223	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
225	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
227	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
301	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
302	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
303	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
304	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
305	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
306	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
307	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
308	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		

309	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
311	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
313	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
315	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
317	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
319	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
321	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
323	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
325	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
327	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
401	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
402	MGR Unit								
403	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
405	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
406	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
407	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
408	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
409	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
411	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
413	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
415	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
417	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
419	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
421	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		
423	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
425	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$15,873.02	$38,698.41		
427	Studio	LI up to 60% AMI	40.00%	$0.00	$0.00	$15,873.02	$38,698.41		

AMI Level	Total LHTF Studio Units:	Total LHTF 1 Bdr Units:	Total LHTF 2 Bdr Units:	Total LHTF 3 Bdr Units:	Total LHTF 4 Bdr Units:	Total LHTF MGR Units:	Total LHTF SFR Units:	Total LHTF E.S. Units:	Total LHTF ADU/JADU Units:
Up to 30%	11	8	0	0	0	0	0	0	0
Up to 60%	29	15	0	0	0	0	0	0	0
Up to 80%	0	0	0	0	0	0	0	0	0
80% to 120%	0	0	0	0	0	0	0	0	0

AMI Level	Total Non-LHTF Studio Units:	Total Non-LHTF 1 Bdr Units:	Total Non-LHTF 2 Bdr Units:	Total Non-LHTF 3 Bdr Units:	Total Non-LHTF 4 Bdr Units:	Total Non-LHTF MGR Units:	Total Non-LHTF SFR Units:	Total Non-LHTF E.S. Units:	Total Non-LHTF ADU/JADU Units:
Up to 30%	0	0	0	0	0	0	0	0	0
Up to 60%	0	0	0	0	0	0	0	0	0
Up to 80%	0	0	0	0	0	0	0	0	0
80% to 120%	0	0	0	0	0	0	0	0	0
Market Rate	0	0	0	0	0	0	0	0	0

Matching Sources

Please input the source of each Matching Funds used and amount expended on this project

Name of Matching Funds Approved			Source of Matching Funds Approved		Total Amount of Matching Funds Expended in this Report Period	Total Amount of Matching Funds Expended To Date
Alameda Affordable Housing Trust Fund			Private Contributions		$0.00	$2,438,000.00
Non-Residential Sources			Residential Sources		Total =	Total =
Total Percentage:	100.00%	$2,438,000.00	Total Percentage: 0.00%	$0.00	$0.00	$2,438,000.00

Additional Comments

Unit 402 is a 2-Bedroom Manager's unit and is not rent restricted.

Executed & Recorded Loan Documents for the Project

Have any of the loan documents for this project been executed and recorded?	No

Section 1 - Loan Repayment, Interest Repayment , and Fee Payment Derived from Loans as required by Section 109(b) of the Guidelines

Individual Repayment / Payment Project Information from current Standard Agreement (Whole Numbers Only)

LHTF Program Project Name		Total LHTF Program Funds Loan Amount	Initial Loan or Interest Repayment and / or Fee Payment Due Date	To Date Amount of Loan Repayments Received	To Date Amount of Interest Repayments Received	To Date Amount of Fee Payments Received	Total Amount of Repayments / Payments
Linnet Corner		$3,438,000	5/1/25	$0	$0	$0	$0.00
Total Contracts	**1**	**$3,438,000.00**		**$0.00**	**$0.00**	**$0.00**	**$0.00**

Section 2 - Narrative

Instructions: Please provide answers and information for each question below

What action is being taken to promote and spend LHTF repayment / payment funds?

Repayment funds have not yet been generated.

If facing difficulty in deploying repayment / payment funds into new projects, what obstacles are impeding forward progress?

N/A

Do you have a plan in place to expend the loan and interest repayments and/or Fee Payments received?

No funds are currently available. Funds will be held until sufficient to redirect to eligible activities pursuant to Guidelines Section 105.

Grantee Name:	Alameda Affordable Housing Corporation	HCD Contract Number:	23-LHTFCOM-18007
Reporting Period:	7/1/25 - 6/30/26		

CERTIFICATION

**Failure to meet reporting requirements will result in notice to the Grantee that it must satisfactorily cure any deficiencies within three months of the notice, or it will be ineligible for any additional LHTF award (LHTF Final Guidelines §111 (c))*
***The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with these Guidelines and/or the terms and conditions of the Standard Agreement. (LHTF Final Guidelines §111 (d))*
****By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts will be for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)*

Signature Method:	Certification by Printed Name

Name of Authorized Person	Title of Authorized Person
Vanessa Cooper	Executive Director
Signature of Authorized Person	Date
Vanessa Cooper	8/4/2026

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
STATE GRANT IMPLEMENTATION and MANAGEMENT
651 Bannon Street, 8th Floor
Sacramento, CA 95811
LHTFSGM@HCD.CA.GOV

LOCAL HOUSING TRUST FUND (LHTF) PROGRAM
Annual Report

Last Revised 07/25/2026

HCD Contract Number:	**24-LHTFCOM-18675**	**Grantee Name:**	**Alameda Affordable Housing Corporation**
Preparer Name and Title:	**Sylvia Martinez, Director of Housing Development**	**Preparer Phone Number:**	**(510) 747-4343**
Preparer Email:	**smartinez@alamedahsg.org**	**Reporting Period:**	**7/1/25 - 6/30/26**

The Department reserves the right to request other forms or reports as may be necessary or required to verify the information provided in this Annual Report.

1. Please summarize the work undertaken or completed in the reporting period, including the number, type, and unit count of Eligible Projects receiving Program Funds, pursuant to Guidelines §112(a)(1)

During the reporting period, 7/1/25 to 6/30/2026, the Alameda Affordable Housing Corporation (AAHC) was awarded $359,474.75 on August 27,2025 from the Local Housing Trust Fund Program Round 5 NOFA. This funding is committed to Independence Plaza, a 186-unit senior only property built in 1990 at 703 Atlantic Ave, Alameda, CA 94501. In 2024 Independence Plaza was the subject of a Restore-Rebuild transaction, formerly Faircloth to RAD (Rental Assistance Demonstration). As part of the transaction a Capital Needs Assessment (CNA) was performed and the repairs and construction needed were identified and incorporated into the Capital Improvement Plan for the property, totaling more than $2 million over the next 5 years.

2. Please summarize the activities planned to be undertaken in the next reporting period, pursuant to Guidelines §112(a)(2)

During the next reporting period, Independence Plaza will allocate program and matching funds to specific rehabilitation repairs and improvements , obtain review and approval of le[SM1.1]gal documents and application for Program Funds, and begin the procurement process for qualified contractors to complete the projects.

3. Please describe any problems encountered in Program implementation. Include a description of the solution and when it will be implemented, pursuant to Guidelines §112(a)(3)

Because of timing of the funding award, some projects were already begun, such as the complete re-roofing of the IP building. In addition, the owner has had to focus on some emergency repairs due to two floods during the reporting period. This project needs to be completed timely because of the impact on displaced residents, and cannot wait for the approval process of the LHTF funding. The developer has identified several projects, including ADA and common area upgrades for the property, and has initiated design and permit approvals. Unfortunately, permit review is taking six months to one year at present due to low staffing. The developer's policy is to design in advance and get in line so that eventually permits can be obtained. Now that funds have been awarded, it will be easier to coordinate the availability of funds and the readiness of the projects.

4. Please describe how the problems referenced in question #3 above may impact the ability to complete or fulfill obligations under the Standard Agreement, pursuant to Guidelines §112(a)(4)

The developer does not feel that the issues on #3 will impact the ability to meet or fulfill obligations although there have been delayed progress on originally planned projects.

5. Please outline the steps for completing your public noticing and hearing process. Attach required documentation of the website posting and any relevant records of the public hearing, pursuant to Guidelines §108(c)

The Housing Authority of the City of Alameda's (AHA) website (https://www.alamedahsg.org/about-us/alameda-affordable-housing-corporation/) contains the information for our public hearings and notices. We held our annual public hearing on May 20, 2026 within the Alameda Affordable Housing Corporation Board of Commissioners Meeting. The meeting was advertised for 30 days on AHA's website through social media and received written comments until 5:00 PM on 5/20/2026. The agenda for the meeting was published 72 hours in advance. Additionally, there was time for public comment at the meeting. The meeting packet can be found at this link on AHA's website: https://www.alamedahsg.org/meetings/?month=5&yr=2026. The minutes for this meeting can be found in the same location.
The Alameda Affordable Housing Corporation is subject to the Brown Act. The relevant section of the Brown Act, as applied to a public agency like AHA whose board is not elected, provides that a nonprofit is covered by the Act if both of the following are true (Government Code Section 54952(c)(1)(B)):

a) Test 1: The nonprofit board of directors includes one member of the AHA Board of Commissioners appointed (or elected or selected) by the AHA Board to the nonprofit board as a full voting member; and
b) Test 2: The nonprofit receives funds from AHA.

AAHC's nonprofit Board includes an AHA commissioner and receives funds from AHA and thus is subject to the Brown Act.

6. Please share any success stories you've had from HCD LHTF-funded projects.

During the reporting period, ICD had two LHTF-funded projects (North Housing PSH-I and Linnet Corner) finish construction, receive CoO and move-in tenants and enter stabilization. Both projects were ahead of schedule, exceeding expectations for the pace of the project. The projects serve highly vulnerable populations, including the formerly homeless, disabled senior veterans, and very low income seniors. The sites include intensive case management and other resident engagement services that have resulted in successful housing tenure, increased employment, and improved health outcomes for the residents.

7. Please describe how you are adhering to Housing First Practices, if applicable to any projects funded with LHTF Program Funds.

N/A

8. We attest that the Ongoing Revenues identified in the LHTF application based on the definitions below are still ongoing as of the signature date of this annual report. Ongoing Revenue Definitions: -Existing Housing Trust Fund Sources: public or private source(s) of revenue totaling at least an average of $100,000 per year for three years after the date of the Program Award. -New Housing Trust Fund Sources: sufficient public or private source(s) of revenue to pay for the Trust Fund's operating costs for a minimum of five years after the date of the Program Award. *Note: Ongoing Revenues may not include one-time donations, such as land donations or large bequests.*	**Yes**
9**. We attest that the Local Housing Trust Fund is currently in operation per Guidelines §108(b).** - Grantee must continue the operation of the Local Housing Trust Fund for at least five years after the Program Funds award date.	**Yes**

10. Additional Notes - Provide any additional comments in the section below (including if there is a No for cells H96 through H98).

Summary of cumulative number of units produced based on the total assistance funded with LHTF Program Funds and Matching Funds under this contract. ***Data taken from information input into project-specific tabs. If numbers below appear inaccurate, check information on the corresponding project tab.***

Rental Housing Projects (including Permanent Supportive Housing)

Total number of units for Extremely Low Income (up to 30% AMI)	1	Total number of units for Lower Income (up to 60% AMI)	2	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

Emergency Shelter or Transitional Housing

Total number of units for Extremely Low Income (up to 30% AMI)	0	Total number of units for Lower Income (up to 60% AMI)	0	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

Homeownership Projects

Total number of units for Extremely Low Income (up to 30% AMI)	0	Total number of units for Lower Income (up to 60% AMI)	0	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

ADU/JADU

Total number of units for Extremely Low Income (up to 30% AMI)	0	Total number of units for Lower Income (up to 60% AMI)	0	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

LOCAL HOUSING TRUST FUND (LHTF) PROGRAM
Annual Report
Financial Summary

Grantee Name:		Alameda Affordable Housing Corporation		HCD Contract Number:	24-LHTFCOM-1867	Reporting Period:	7/1/25 - 6/30/26			
Total Amount of Program Funds Awarded:	Maximum Allowable Program Funds for Admin:	Total Amount of Program Funds Committed to Admin:	Total Amount of Matching Funds Committed to Admin:	Total Amount of Program Funds Disbursed for Admin By HCD:	Total Amount of Program Funds Expended on Admin to date:	Total Amount of Matching Funds Expended on Admin to date:	Total Amount of Matching Funds Required to be On Deposit: **Excluding Admin**	Total Amount of Matching Funds Required to be on Deposit for Admin:		
$359,474.75	$17,973.74	$0.00	$0.00	$0.00	$0.00	$0.00	$359,474.75	$0.00		
Total Amount of Program Funds Expended including Admin:	Total Amount of Matching Funds Expended including Admin.	Total Amount of Program Funds Committed all Projects including admin.	Total Amount of Matching Funds Committed all Projects including admin.		Percent of Program Funds Expended on Extremely Low Income Households (up to 30% AMI)	Percent of Matching Funds Expended on Extremely Low Income Households (up to 30% AMI)	Percent of Program Funds Expended on Lower Income Households (Up to 80% AMI)	Percent of Matching Funds Expended on Lower Income Households (Up to 80% AMI)	Percentage of Program Funds Expended on Moderate Income Households (Up to 120% AMI)	Percentage of Matching Funds Expended on Moderate Income Households (Up to 120% AMI)
$0.00	$0.00	$359,474.75	$1,078,424.25		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Project(s) Names **Please list all projects awarded from this allocation of LHTF including completed projects **	Type of Loan	Total Amount of Program Funds Committed **Excluding Admin **	Total Amount of Matching Funds Committed **Excluding Admin **	Total Amont of Program Funds Disbursed By HCD **Excluding Admin**	Amount of Funds Expended on Extremely Low-Income (ELI) Households (up to 30% AMI) to Date. **Must be at least 30% of expended funds**		Amount of Funds Expended on Low-Income Households (up to 80% AMI) to Date.		Amount of Funds Expended on Moderate-Income Households (up to 120% AMI) to Date **Must not exceed 20% of expended funds**	
1					LHTF Program Funds	Matching Funds	LHTF Program Funds	Matching Funds	LHTF Program Funds	Matching Funds
Independence Plaza	Construction Loan	$359,474.75	$1,078,424.25	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Additional Comments

Admin fees for the Alameda Affordable Housing Trust Fund are $100,000 annually. Funded by a private grant.

Local Housing Trust Fund (LHTF) Program
Annual Report Project Worksheet

Project Name:	Independence Plaza	**Project Address:**	703 Atlantic Ave, Alameda, CA 94501	**Developer Name:**	Housing Authority of the City of Alameda (AHA)
Project Type:	Rental Housing Project with No PSH Units	**Project Activity:**	Rehabilitation	**Project Status:**	Trust Funds Loan Commited
Date of Project Completion:	N/A	**Certificate Issue Date:**		**Date Affordability Covenant Expires:**	

LHTF & Non LHTF Project Unit Information:

Please fill out the below table with information regarding LHTF-funded and Non LHTF-Funded units in this project, pursuant to §112 (c) of the guidelines.

Select the total amount of units Funded with LHTF Program Funds *****This will populate individual rows for each unit below required to be completed*****		Total number of LHTF units for Extremely Low Income (up to 30% AMI)	Total number of LHTF units for Lower Income (up to 60% AMI)	Total number of LHTF units for Lower Income (up to 80% AMI)	Total number of LHTF units for Moderate Income (up to 120% AMI)
How many rows will the user need? Type 1-300	3	1	2	0	0

LHTF Program and Matching Funds Unit Number	LHTF Program and Matching Funds Unit Size	LHTF Program and Matching Funds Unit AMI	Avg AMI for LHTF Program and Matching Fund Units in the Project (Enter Actual % AMI Levels)	Amount of LHTF Program Funds Expended In this Reporting Period	Amount of Matching Funds Expended in this Reporting	Amount of LHTF Program Funds Expended To Date	Amount of LHTF Matching Funds Expended To Date	Non-LHTF Units Unit Size and AMI Restriction	Non-LHTF Aggregated Number of Restricted Units in Project
				$0.00	$0.00	$0.00	$0.00		
Not Assigned	1-Bedroom	ELI up to 30% AMI							
Not Assigned	1-Bedroom	LI up to 60% AMI							
Not Assigned	1-Bedroom	LI up to 60% AMI							

AMI Level	Total LHTF Studio Units:	Total LHTF 1 Bdr Units:	Total LHTF 2 Bdr Units:	Total LHTF 3 Bdr Units:	Total LHTF 4 Bdr Units:	Total LHTF MGR Units:	Total LHTF SFR Units:	Total LHTF E.S. Units:	Total LHTF ADU/JADU Units:
Up to 30%	0	1	0	0	0	0	0	0	0
Up to 60%	0	2	0	0	0	0	0	0	0
Up to 80%	0	0	0	0	0	0	0	0	0
80% to 120%	0	0	0	0	0	0	0	0	0

AMI Level	Total Non-LHTF Studio Units:	Total Non-LHTF 1 Bdr Units:	Total Non-LHTF 2 Bdr Units:	Total Non-LHTF 3 Bdr Units:	Total Non-LHTF 4 Bdr Units:	Total Non-LHTF MGR Units:	Total Non-LHTF SFR Units:	Total Non-LHTF E.S. Units:	Total Non-LHTF ADU/JADU Units:
Up to 30%	0	0	0	0	0	0	0	0	0
Up to 60%	0	0	0	0	0	0	0	0	0
Up to 80%	0	0	0	0	0	0	0	0	0
80% to 120%	0	0	0	0	0	0	0	0	0
Market Rate	0	0	0	0	0	0	0	0	0

Matching Sources

Please input the source of each Matching Funds used and amount expended on this project

Name of Matching Funds Approved			Source of Matching Funds Approved			Total Amount of Matching Funds Expended in this Report Period	Total Amount of Matching Funds Expended To Date
Alameda Affordable Housing Trust Fund			Private Contributions			$0.00	$0.00
Non-Residential Sources			Residential Sources			Total =	Total =
Total Percentage:		$0.00	Total Percentage:		$0.00	$0.00	$0.00

Additional Comments

Specific units have not been assigned.

Executed & Recorded Loan Documents for the Project

Have any of the loan documents for this project been executed and recorded?	No

Section 1 - Loan Repayment, Interest Repayment , and Fee Payment Derived from Loans as required by Section 109(b) of the Guidelines

Individual Repayment / Payment Project Information from current Standard Agreement (Whole Numbers Only)

LHTF Program Project Name		Total LHTF Program Funds Loan Amount	Initial Loan or Interest Repayment and / or Fee Payment Due Date
Independence Plaza		$0	N/A
Total Contracts	**1**	**$0.00**	

Section 2 - Narrative

Instructions: Please provide answers and information for each question below

What action is being taken to promote and spend LHTF repayment / payment funds?

N/A

If facing difficulty in deploying repayment / payment funds into new projects, what obstacles are impeding forward progress?

N/A

Do you have a plan in place to expend the loan and interest repayments and/or Fee Payments received?

No funds are currently available. Funds will be held until sufficient to redirect to eligible activities pursuant to Guidelines Section 105.

Grantee Name:	Alameda Affordable Housing Corporation	HCD Contract Number:	24-LHTFCOM-18675
Reporting Period:	7/1/25 - 6/30/26		

CERTIFICATION

**Failure to meet reporting requirements will result in notice to the Grantee that it must satisfactorily cure any deficiencies within three months of the notice, or it will be ineligible for any additional LHTF award (LHTF Final Guidelines §111 (c))*
***The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee, or pursue any other remedies available to it by lawfor failure to comply with these Guidelines and/or the terms and conditions of the Standard Agreement. (LHTF Final Guidelines §111 (d))*
****By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts will be for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)*

Signature Method:	Certification by Printed Name

Name of Authorized Person	Title of Authorized Person
Vanessa Cooper	Executive Director
Signature of Authorized Person	Date
Vanessa Cooper	8/4/2026

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
STATE GRANT IMPLEMENTATION and MANAGEMENT
651 Bannon Street, 8th Floor
Sacramento, CA 95811
LHTFSGM@HCD.CA.GOV

LOCAL HOUSING TRUST FUND (LHTF) PROGRAM
Annual Report

Last Revised 07/25/2026

HCD Contract Number:	21-LHTFCOM-16920	Grantee Name:	Alameda Affordable Housing Corporation
Preparer Name and Title:	Sylvia Martinez, Director of Housing Development	Preparer Phone Number:	(510) 747-4343
Preparer Email:	smartinez@alamedahsg.org	Reporting Period:	7/1/25 - 6/30/26

The Department reserves the right to request other forms or reports as may be necessary or required to verify the information provided in this Annual Report.

1. Please summarize the work undertaken or completed in the reporting period, including the number, type, and unit count of Eligible Projects receiving Program Funds, pursuant to Guidelines §112(a)(1)

Estuary I (aka North Housing PSH-I) is a new construction 100% Permanent Supportive Housing (PSH) project comprising of 45 total rental units targeting formerly homeless/homeless individuals or families, with 44 PSH units, consisting of 24 studios and 20 one-bedrooms, and 1 Manager's Unit. All PSH units are for households earning 60% AMI or below. Amenities include a community room, dedicated property management and service providers on-site, shared parking, a laundry room, and outdoor spaces.
During the reporting year, July 1, 2025, through June 30, 2026, North Housing PSH-I celebrated many important milestones. Construction was completed in July 2025. Working with the County's Coordinated Entry System 100% lease-up was achieved by September 1, 2025. Stabilization was achieved and by June 30, 2026, conversion to permanent loan was nearly completed in July 2026.
PSH-II is shovel ready and awaiting funding. During the reporting year, the project has been working with State HCD to propose funding that will allow it to compete effectively for tax credits. The project turned back its FHLB AHP award in fall 2025 due to time delays, but was able to get a second award in Jun 2026 for an even larger award. The project applied for City of Alameda HOME and PLHA funding but was not awarded.

2. Please summarize the activities planned to be undertaken in the next reporting period, pursuant to Guidelines §112(a)(2)

During the next reporting period, the PSH-I will continue normal operations.
PSH-II is awaiting its final financing and will continue to apply for competitive funding sources starting in 2027 Staff is updating working drawings to meet code changes that have occurred since 2025.

3. Please describe any problems encountered in Program implementation. Include a description of the solution and when it will be implemented, pursuant to Guidelines §112(a)(3)

Given the competitiveness of the funding environment for affordable housing in California, PSH-II has encountered difficulties in securing grants and tax credits. However, despite the high level of competition for funding, North Housing PSH-II has secured impressive awards, including a second, larger Affordable Housing Program Direct Subsidies from the Federal Home Loan Bank of San Francisco. The project is currently being considered for additional funding from State HCD. Additionally, PSH-II was awarded 40 project-based vouchers as well as awards for in-kind services funding from the County of Alameda, although current federal funding levels do not allow this contract to be signed at this time.

4. Please describe how the problems referenced in question #3 above may impact the ability to complete or fulfill obligations under the Standard Agreement, pursuant to Guidelines §112(a)(4)

For North Housing PSH-II, the competitiveness of the California affordable housing funding environment is expected, and the developer is actively applying for funding to make the project more competitive, such as first and second round tax-credit funding, Joint CDLAC-CTCAC funding, and/or National Housing Trust Fund.

5. Please outline the steps for completing your public noticing and hearing process. Attach required documentation of the website posting and any relevant records of the public hearing, pursuant to Guidelines §108(c)

The Housing Authority of the City of Alameda's (AHA) website (https://www.alamedahsg.org/about-us/alameda-affordable-housing-corporation/) contains the information for our public hearings and notices. We held our annual public hearing on May 20, 2026 within the Alameda Affordable Housing Corporation Board of Commissioners Meeting. The meeting was advertised for 30 days on AHA's website through social media and received written comments until 5:00 PM on 5/20/2026. The agenda for the meeting was published 72 hours in advance. Additionally, there was time for public comment at the meeting. The meeting packet can be found at this link on AHA's website: https://www.alamedahsg.org/meetings/?month=5&yr=2026. The minutes for this meeting can be found in the same location.
The Alameda Affordable Housing Corporation is subject to the Brown Act. The relevant section of the Brown Act, as applied to a public agency like AHA whose board is not elected, provides that a nonprofit is covered by the Act if both of the following are true (Government Code Section 54952(c)(1)(B)):
a) Test 1: The nonprofit board of directors includes one member of the AHA Board of Commissioners appointed (or elected or selected) by the AHA Board to the nonprofit board as a full voting member; and
b) Test 2: The nonprofit receives funds from AHA.

AAHC's nonprofit Board includes an AHA commissioner and receives funds from AHA and thus is subject to the Brown Act.

6. Please share any success stories you've had from HCD LHTF-funded projects.

During the reporting period, ICD had two LHTF-funded projects (North Housing PSH-I and Linnet Corner) finish construction, receive CoO and move-in tenants and enter stabilization. Both projects were ahead of schedule, exceeding expectations for the pace of the project. The projects serve highly vulnerable populations, including the formerly homeless, disabled senior veterans, and very low-income seniors. The sites include intensive case management and other resident engagement services that have resulted in successful housing tenure, increased employment, and improved health outcomes for the residents.

7. Please describe how you are adhering to Housing First Practices, if applicable to any projects funded with LHTF Program Funds.

Both North Housing PSH-I and PSH-II are 100% PSH and designated housing for formerly homeless/homeless individuals and families. AHA and ICD partners with the County of Alameda's Coordinated Entry System for referrals for tenants during the lease-up process for PSH-I and will follow the same practice for PSH-II once it receives its final piece of funding. Additionally, under Housing First, applicants are not/will not be rejected based on poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."

8. We attest that the Ongoing Revenues identified in the LHTF application based on the definitions below are still ongoing as of the signature date of this annual report. Ongoing Revenue Definitions: -Existing Housing Trust Fund Sources: public or private source(s) of revenue totaling at least an average of $100,000 per year for three years after the date of the Program Award. -New Housing Trust Fund Sources: sufficient public or private source(s) of revenue to pay for the Trust Fund's operating costs for a minimum of five years after the date of the Program Award. *Note: Ongoing Revenues may not include one-time donations, such as land donations or large bequests.*	**Yes**
9**. We attest that the Local Housing Trust Fund is currently in operation per Guidelines §108(b).** - Grantee must continue the operation of the Local Housing Trust Fund for at least five years after the Program Funds award date.	**Yes**

10. Additional Notes - Provide any additional comments in the section below (including if there is a No for cells H96 through H98).

Summary of cumulative number of units produced based on the total assistance funded with LHTF Program Funds and Matching Funds under this contract. ***Data taken from information input into project-specific tabs. If numbers below appear inaccurate, check information on the corresponding project tab.***

Rental Housing Projects (including Permanent Supportive Housing)

Total number of units for Extremely Low Income (up to 30% AMI)	14	Total number of units for Lower Income (up to 60% AMI)	30	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

Emergency Shelter or Transitional Housing

Total number of units for Extremely Low Income (up to 30% AMI)	0	Total number of units for Lower Income (up to 60% AMI)	0	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

Homeownership Projects

Total number of units for Extremely Low Income (up to 30% AMI)	0	Total number of units for Lower Income (up to 60% AMI)	0	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

ADU/JADU

Total number of units for Extremely Low Income (up to 30% AMI)	0	Total number of units for Lower Income (up to 60% AMI)	0	Total number of units for Lower Income (up to 80% AMI)	0	Total number of units for Moderate Income (up to 120% AMI)	0

LOCAL HOUSING TRUST FUND (LHTF) PROGRAM
Annual Report
Financial Summary

Grantee Name:	Alameda Affordable Housing Corporation	HCD Contract Number:	21-LHTFCOM-1692	Reporting Period:	7/1/25 - 6/30/26

Total Amount of Program Funds Awarded:	Maximum Allowable Program Funds for Admin:	Total Amount of Program Funds Committed to Admin:	Total Amount of Matching Funds Committed to Admin:	Total Amount of Program Funds Disbursed for Admin By HCD:	Total Amount of Program Funds Expended on Admin to date:	Total Amount of Matching Funds Expended on Admin to date:	Total Amount of Matching Funds Required to be On Deposit: **Excluding Admin**	Total Amount of Matching Funds Required to be on Deposit for Admin:
$2,500,000.00	$125,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,500,000.00	$0.00

Total Amount of Program Funds Expended including Admin:	Total Amount of Matching Funds Expended including Admin.	Total Amount of Program Funds Committed all Projects including admin.	Total Amount of Matching Funds Committed all Projects including admin.		Percent of Program Funds Expended on Extremely Low Income Households (up to 30% AMI)	Percent of Matching Funds Expended on Extremely Low Income Households (up to 30% AMI)	Percent of Program Funds Expended on Lower Income Households (Up to 80% AMI)	Percent of Matching Funds Expended on Lower Income Households (Up to 80% AMI)	Percentage of Program Funds Expended on Moderate Income Households (Up to 120% AMI)	Percentage of Matching Funds Expended on Moderate Income Households (Up to 120% AMI)
$1,250,000.00	$3,750,000.00	$2,500,000.00	$7,500,000.00		30.00%	60.00%	20.00%	90.00%	0.00%	0.00%

Project(s) Names **Please list all projects awarded from this allocation of LHTF including completed projects**	Type of Loan	Total Amount of Program Funds Committed **Excluding Admin**	Total Amount of Matching Funds Committed **Excluding Admin**	Total Amont of Program Funds Disbursed By HCD **Excluding Admin**	Amount of Funds Expended on Extremely Low-Income (ELI) Households (up to 30% AMI) to Date. **Must be at least 30% of expended funds**		Amount of Funds Expended on Low-Income Households (up to 80% AMI) to Date.		Amount of Funds Expended on Moderate-Income Households (up to 120% AMI) to Date **Must not exceed 20% of expended funds**	
2					LHTF Program Funds	Matching Funds	LHTF Program Funds	Matching Funds	LHTF Program Funds	Matching Funds
North Housing PSH-I	Both Const/Perm	$1,250,000.00	$3,750,000.00	1,250,000.00	$750,000.00	$1,500,000.00	$500,000.00	$2,250,000.00	$0.00	$0.00
North Housing PSH-II	Both Const/Perm	$1,250,000.00	$3,750,000.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Additional Comments

Admin fees for the Alameda Affordable Housing Trust Fund are $100,000 annually. Funded by a private grant.

Local Housing Trust Fund (LHTF) Program
Annual Report Project Worksheet

Project Name:	North Housing PSH-I	**Project Address:**	500 Mosley Ave, Alameda, CA 94501	**Developer Name:**	Island City Development
Project Type:	Rental Housing Project with All PSH Units	**Project Activity:**	New Construction	**Project Status:**	Construction Completed
Date of Project Completion:	7/3/2025	**Certificate Issue Date:**	7/3/2025	**Date Affordability Covenant Expires:**	7/3/2080

LHTF & Non LHTF Project Unit Information:

Please fill out the below table with information regarding LHTF-funded and Non LHTF-Funded units in this project, pursuant to §112 (c) of the guidelines.

Select the total amount of units Funded with LHTF Program Funds ***This will populate individual rows for each unit below required to be completed***		Total number of LHTF units for Extremely Low Income (up to 30% AMI)	Total number of LHTF units for Lower Income (up to 60% AMI)	Total number of LHTF units for Lower Income (up to 80% AMI)	Total number of LHTF units for Moderate Income (up to 120% AMI)
How many rows will the user need? Type 1-300	45	14	30	0	0

LHTF Program and Matching Funds Unit Number	LHTF Program and Matching Funds Unit Size	LHTF Program and Matching Funds Unit AMI	Avg AMI for LHTF Program and Matching Fund Units in the Project (Enter Actual % AMI Levels)	Amount of LHTF Program Funds Expended In this Reporting Period	Amount of Matching Funds Expended in this Reporting	Amount of LHTF Program Funds Expended To Date	Amount of LHTF Matching Funds Expended To Date	Non-LHTF Units Unit Size and AMI Restriction	Non-LHTF Aggregated Number of Restricted Units in Project
			30.00%	**$0.00**	**$0.00**	**$1,250,000.00**	**$3,750,000.00**		
101	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
102	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
104	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
106	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
107	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
109	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
111	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
201	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
202	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
203	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.86		
204	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.85		
205	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.85		
206	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.85		
207	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$53,571.43	$107,142.85		
208	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
209	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
211	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
213	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
215	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
217	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
301	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
302	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
303	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
304	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
305	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
306	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
307	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
308	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
309	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
311	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
313	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
315	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.67	$75,000.00		
317	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
401	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
402	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
403	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
404	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
405	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
406	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
407	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
408	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
409	1-Bedroom	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
411	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
413	Studio	LI up to 60% AMI	30.00%	$0.00	$0.00	$16,666.66	$75,000.00		
415	MGR Unit								

AMI Level	Total LHTF Studio Units:	Total LHTF 1 Bdr Units:	Total LHTF 2 Bdr Units:	Total LHTF 3 Bdr Units:	Total LHTF 4 Bdr Units:	Total LHTF MGR Units:	Total LHTF SFR Units:	Total LHTF E.S. Units:	Total LHTF ADU/JADU Units:
Up to 30%	7	7	0	0	0	0	0	0	0
Up to 60%	17	13	0	0	0	0	0	0	0
Up to 80%	0	0	0	0	0	0	0	0	0
80% to 120%	0	0	0	0	0	0	0	0	0

AMI Level	Total Non-LHTF Studio Units:	Total Non-LHTF 1 Bdr Units:	Total Non-LHTF 2 Bdr Units:	Total Non-LHTF 3 Bdr Units:	Total Non-LHTF 4 Bdr Units:	Total Non-LHTF MGR Units:	Total Non-LHTF SFR Units:	Total Non-LHTF E.S. Units:	Total Non-LHTF ADU/JADU Units:
Up to 30%	0	0	0	0	0	0	0	0	0
Up to 60%	0	0	0	0	0	0	0	0	0
Up to 80%	0	0	0	0	0	0	0	0	0
80% to 120%	0	0	0	0	0	0	0	0	0
Market Rate	0	0	0	0	0	0	0	0	0

Matching Sources

Please input the source of each Matching Funds used and amount expended on this project

Name of Matching Funds Approved		Source of Matching Funds Approved		Total Amount of Matching Funds Expended in this Report Period	Total Amount of Matching Funds Expended To Date
Alameda Affordable Housing Trust Fund		Private Contributions		$0.00	$3,750,000.00
Non-Residential Sources		Residential Sources		Total =	Total =
Total Percentage:	100.00% $3,750,000.00	Total Percentage:	0.00% $0.00	$0.00	$3,750,000.00

Additional Comments

Manager's Unit is unrestricted.

Executed & Recorded Loan Documents for the Project

Have any of the loan documents for this project been executed and recorded?	Yes

Local Housing Trust Fund (LHTF) Program
Annual Report Project Worksheet

Project Name:	North Housing PSH-I	**Project Address:**	520 Mosley Ave, Alameda, CA 94501	**Developer Name:**	Island City Development
Project Type:	Rental Housing Project with Mixed PSH Units	**Project Activity:**	New Construction	**Project Status:**	Trust Funds Loan Commited
Date of Project Completion:	N/A	**Certificate Issue Date:**	N/A	**Date Affordability Covenant Expires:**	N/A

LHTF & Non LHTF Project Unit Information:

Please fill out the below table with information regarding LHTF-funded and Non LHTF-Funded units in this project, pursuant to §112 (c) of the guidelines.

Select the total amount of units Funded with LHTF Program Funds ***This will populate individual rows for each unit below required to be completed***		**Total number of LHTF units for Extremely Low Income (up to 30% AMI)**	**Total number of LHTF units for Lower Income (up to 60% AMI)**	**Total number of LHTF units for Lower Income (up to 80% AMI)**	**Total number of LHTF units for Moderate Income (up to 120% AMI)**
How many rows will the user need? Type 1-300	46	14	32	0	0

LHTF Program and Matching Funds Unit Number	**LHTF Program and Matching Funds Unit Size**	**LHTF Program and Matching Funds Unit AMI**	**Avg AMI for LHTF Program and Matching Fund Units in the Project (Enter Actual % AMI Levels)**	**Amount of LHTF Program Funds Expended In this Reporting Period**	**Amount of Matching Funds Expended in this Reporting**	**Amount of LHTF Program Funds Expended To Date**	**Amount of LHTF Matching Funds Expended To Date**	**Non-LHTF Units Unit Size and AMI Restriction**	**Non-LHTF Aggregated Number of Restricted Units in Project**
			50.87%	**$0.00**	**$0.00**	**$0.00**	**$0.00**		
121	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
123	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
125	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
127	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
131	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
133	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
134	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
135	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
136	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
219	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
221	Studio	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
223	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
225	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
227	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
229	1-Bedroom	ELI up to 30% AMI	30.00%	$0.00	$0.00	$0.00	$0.00		
231	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
233	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
234	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
235	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
236	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
319	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
321	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
323	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
325	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
327	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
329	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
330	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
331	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
332	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
333	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
334	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
335	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
336	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
419	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
421	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
423	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
425	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
427	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
429	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
430	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
431	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
432	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
433	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
434	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
435	1-Bedroom	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		
436	Studio	LI up to 60% AMI	60.00%	$0.00	$0.00	$0.00	$0.00		

AMI Level	Total LHTF Studio Units:	Total LHTF 1 Bdr Units:	Total LHTF 2 Bdr Units:	Total LHTF 3 Bdr Units:	Total LHTF 4 Bdr Units:	Total LHTF MGR Units:	Total LHTF SFR Units:	Total LHTF E.S. Units:	Total LHTF ADU/JADU Units:
Up to 30%	8	6	0	0	0	0	0	0	0
Up to 60%	18	14	0	0	0	0	0	0	0
Up to 80%	0	0	0	0	0	0	0	0	0
80% to 120%	0	0	0	0	0	0	0	0	0

AMI Level	Total Non-LHTF Studio Units:	Total Non-LHTF 1 Bdr Units:	Total Non-LHTF 2 Bdr Units:	Total Non-LHTF 3 Bdr Units:	Total Non-LHTF 4 Bdr Units:	Total Non-LHTF MGR Units:	Total Non-LHTF SFR Units:	Total Non-LHTF E.S. Units:	Total Non-LHTF ADU/JADU Units:
Up to 30%	0	0	0	0	0	0	0	0	0
Up to 60%	0	0	0	0	0	0	0	0	0
Up to 80%	0	0	0	0	0	0	0	0	0
80% to 120%	0	0	0	0	0	0	0	0	0
Market Rate	0	0	0	0	0	0	0	0	0

Matching Sources

Please input the source of each Matching Funds used and amount expended on this project

Name of Matching Funds Approved		Source of Matching Funds Approved		Total Amount of Matching Funds Expended in this Report Period	Total Amount of Matching Funds Expended To Date
Alameda Affordable Housing Trust Fund		Private Contributions		$0.00	$0.00
Non-Residential Sources		Residential Sources		Total =	Total =
Total Percentage:	$0.00	Total Percentage:	$0.00	$0.00	$0.00

Additional Comments

Form is for North Housing PSH-II, name cell is tied to Financial Summary Cell B11 and unable to be changed.

Executed & Recorded Loan Documents for the Project

Have any of the loan documents for this project been executed and recorded?	No

Section 1 - Loan Repayment, Interest Repayment , and Fee Payment Derived from Loans as required by Section 109(b) of the Guidelines

Individual Repayment / Payment Project Information from current Standard Agreement (Whole Numbers Only)

LHTF Program Project Name		Total LHTF Program Funds Loan Amount	Initial Loan or Interest Repayment and / or Fee Payment Due Date	To Date Amount of Loan Repayments Received	To Date Amount of Interest Repayments Received	To Date Amount of Fee Payments Received	Total Amount of Repayments / Payments
North Housing PSH-I		$5,000,000	5/1/25	$0	$0	$0	$0.00
Total Contracts	**2**	**$5,000,000.00**		**$0.00**	**$0.00**	**$0.00**	**$0.00**

Section 2 - Narrative

Instructions: Please provide answers and information for each question below

What action is being taken to promote and spend LHTF repayment / payment funds?
Repayment funds have not yet been generated.

If facing difficulty in deploying repayment / payment funds into new projects, what obstacles are impeding forward progress?
N/A

Do you have a plan in place to expend the loan and interest repayments and/or Fee Payments received?
No funds are currently available. Funds will be held until sufficient to redirect to eligible activities pursuant to Guidelines Section 105.

Grantee Name:	Alameda Affordable Housing Corporation	HCD Contract Number:	21-LHTFCOM-16920
Reporting Period:	7/1/25 - 6/30/26		

CERTIFICATION

**Failure to meet reporting requirements will result in notice to the Grantee that it must satisfactorily cure any deficiencies within three months of the notice, or it will be ineligible for any additional LHTF award (LHTF Final Guidelines §111 (c))*
***The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee, or pursue any other remedies available to it by lawfor failure to comply with these Guidelines and/or the terms and conditions of the Standard Agreement. (LHTF Final Guidelines §111 (d))*
****By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts will be for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)*

Signature Method:	Certification by Printed Name

Name of Authorized Person	Title of Authorized Person
Vanessa Cooper	Executive Director
Signature of Authorized Person	Date
Vanessa Cooper	8/4/2026

ITEM 5.D

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Sylvia Martinez, Director of Housing Development
Date:	August 24, 2026
Re:	Accept the Quarterly Stabilization Report for the Linnet Corner Housing Development Pertaining to Post-Construction, Financing, and Operations Activities.

BACKGROUND

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

Linnet Corner is located at 2000 Lakehurst Circle, Alameda, CA 94501. The project is the new construction of a single, four (4) story residential building, with sixty-four units. There are forty studio units and twenty-three one-bedroom units targeting seniors and veteran seniors aged sixty-two and over and a two-bedroom manager's unit. Affordability levels range between 30% and 40% of the Area Median Income (AMI). Sixteen units serve formerly homeless senior veterans. Amenities include a community room, onsite property management and service provider offices, parking, laundry room, a resident garden, and a roof terrace. Linnet Corner achieved a certificate of occupancy to close construction on September 4, 2025.

Please see previous Board of Commissioner reports for project details.

DISCUSSION

Construction

In December 2025, the Board approved a contract with the project general contractor for upgrades of the property. To date, the contract has used 59% of the total contract amount ($105,626) for work on the properties' rain gutter systems, awnings, acoustic upgraded ceiling tiles in management and services offices, and landscaping. In June 2026, work was added to hard-wire the moisture detection systems in the units for greater durability and completed in July 2026. The final items of work include sub-metering the irrigation control system (currently master-metered for the entire Block A site), and some final interior acoustical work.

Operation and Lease-Up Activities

Residential move-ins began the first week of September 2025 and full lease-up was obtained as of February 2026. In early April, staff were notified by the investor that stabilization file reviews were 100% complete and accepted. Forty of the sixty-four units receive Project-Based Vouchers (PBV), and the Housing Assistance Program (HAP) contract is paying as expected.

LifeSTEPS manages intensive case management, resident engagement, and other supportive services. LifeSTEPS receives intensive case management funding from the County of Alameda and files detailed reports on those activities. This summer, LifeSTEPS has added gardening activities to the roster of opportunities at the site, with volunteer master gardeners providing guidance.

Stabilization and Permanent Financing

Next steps for Linnet Corner include stabilizing operations while achieving key milestones for the project. The project has achieved two of these milestones, including 100% of all tax credit units leased by February 28, 2026, and three full months of 95% occupancy. The project continues to meet the remaining milestones encompassing operations at a 1.10 debt service coverage ratio (this is a ratio that compares income to expenses) by May 1, 2026, but still requires financial close out documentation such as the final cost certification. A draft cost certification was completed by the CPA firm, Novogradac.

The last day to convert, without an extension, is 12/1/2026. Staff has been holding weekly closing calls with all lenders. Linnet Corner was approved to receive an early disbursement of its State Housing and Community Development (HCD) funding (approximately $16 million) to partially pay down the construction loan, which will save on construction interest carry. The project is under review by the investor and permanent lender for financial stabilization. In addition, documents are being reviewed by the State HCD for the final 10% of funding to be released. The Placed in Service (PIS) package has been drafted for submission to the CA Tax Credit Allocation Committee and CA Dept. of Housing and Community Development in accordance with conversion requirements and is going through internal reviews to finalize the package for submission in August 2026.

This project also has cost savings that need to be negotiated. Similar to Estuary I, staff has proposed a mix of paydown of developer fee, additional reserves, and soft loan repayments. Because this project has a permanent loan commitment, staff has also proposed a reduction in the permanent loan to reduce the cash flow obligations over time. All funders must approve these uses of excess development sources.

Warranty

The project entered the warranty period in September 2025 and will be under warranty for 12 months. During this time, all warranty items have been minor and expediently resolved by the general contractor. Staff will be working to close out the one-year warranty for the public street, Mabuhay, with the City of Alameda this summer. The East Bay Municipal Utility District (EBMUD) Bond in regard to the main water extensions will be closed out after the warranty period expiration date of April 16, 2027.

Awards/Recognitions

Staff prepared nominations for both Linnet Corner and Estuary I for regional and national awards. Award announcements will be made by the various agencies in early summer through the fall.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. Linnet Corner is a 4% tax-credit project which is reliant on basis-eligible costs for part of its financing. Changes during construction (including the soil off-haul cost, basis-eligible cost savings, and interest savings due to lower interest rates) will result in some equity reduction, but the overall budget currently balances with project sources.

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Stabilization Report for the Linnet Corner Housing Development Pertaining to Post-Construction, Financing, and Operations Activities.

ATTACHMENTS

None

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

ITEM 5.E

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Sylvia Martinez, Director of Housing Development
Date:	August 24, 2026
Re:	Accept the Quarterly Stabilization Report for The Estuary I Housing Development Pertaining to Post-Construction, Financing, and Operations Activities.

BACKGROUND

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

The Estuary I is located at 500 Mosley Avenue. The project is a forty-five new construction permanent supportive housing apartment development for unhoused or formerly unhoused individuals or households and includes one manager's unit. Amenities include property management offices, social service coordination offices, a community room, a mail room, central laundry, central courtyard, pet relief area, and secure bike parking. The development received a Certificate of Occupancy (COO) on August 21, 2025. The project has been fully leased since August 31, 2025.

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

DISCUSSION

Construction

In December 2025, the Board approved a contract with the project general contractor for upgrades noted during operations that were not included in the original contract. To date, the contract has used 98% of the total contract amount ($216,420) for work on the properties' rain gutter systems, awnings, acoustic panels, acoustic dampening and upgraded acoustic ceiling tiles in management and services offices, and additional bike room fob entry systems. In June 2026, scope was added to hard-wire the moisture detection systems in the units for greater durability.

Operation and Lease Up Activities

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

LifeSTEPS continues to provide ongoing intensive case management, resident engagement, and other supportive services. LifeSTEPS receives intensive case management funding from the County of Alameda and files detailed reports on those activities. LifeSTEPS has supported several residents in obtaining employment, hosted a pet wellness event, and assisted in the annual income certfication for residents.

Stabilization and Permanent Financing
The Estuary I converted to its permanent financing on July 20th, paying off its recourse construction loan and fully ending construction guarantees for AHA and ICD. Substantial operating reserves, augmented by cost savings, have been created to support the project for the long-term. The escrow paid almost $1 million in developer fee, which is split 50%/50% between AHA and ICD. AHA will be making payments per the Term Sheet to our community partners, Alameda Point Collaborative and Building Futures, with its share. Next steps are to resolve the cost savings usage with the soft lenders and submit documentation to CA Tax Credit Allocation Committee (TCAC) regarding the final financing.

Warranty
The project's one-year warranty period has ended, and all issues were resolved with the general contractor. Some larger building systems have longer warranty periods. Staff will be working to close out the one-year warranty for the public street, Mabuhay, with the City of Alameda this summer. The East Bay Municipal Utility District (EBMUD) Bond in regard to the main water extensions will be closed out after the warranty period expiration date of April 16, 2027.

Awards/Recognitions
Staff prepared nominations for both Linnet Corner and Estuary I for regional and national awards. Award announcements will be made by the various agencies in early summer through the fall.

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

CEQA
Not Applicable.

RECOMMENDATION
Accept the Quarterly Stabilization Report for The Estuary I Housing Development Pertaining to Post-Construction, Financing, and Operations Activities.

ATTACHMENTS
None

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

ITEM 5.F

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Sylvia Martinez, Director of Housing Development
Date:	August 24, 2026
Re:	Accept the Quarterly Development Report for The Estuary II Housing Development.

BACKGROUND

The Estuary II is the third development in North Housing Block A at the former Alameda Naval Air Station (NAS). The Estuary II is expected to have 46 units of permanent supportive housing for formerly homeless households. The Housing Authority of the City of Alameda (AHA) is leading the development of a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures (BF). Island City Development (ICD) is the developer. The Estuary II was designed and planned as a condominium project to The Estuary I (now in operation) for vertical construction on vacant land. The building permit is ready to be issued upon payment of building permit fees.

In March 2026, the Board approved the ability of the Executive Director to negotiate terms for additional funding for The Estuary II from State Housing and Community Development Department (HCD).

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

DISCUSSION

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

- The Estuary II received an award of $1.38 million in Federal Home Loan Bank funds. This award will increase the project's competitiveness for tax credits.
- The Estuary II may be the beneficiary of the new combined State HCD program that allows the State to provide all needed funding to priority projects that have already received State funds. State HCD staff have worked with AHA to prepare a request for $13 million (in addition to the almost $10 million already funded) for The Estuary II. This proposal restricts fewer units as supportive housing, and converts the property to a senior building. The State HCD internal loan committee will review the proposal in August.
- The Estuary II did not apply for tax credits in the July 2026 round due to lack of competitiveness. The next steps will be to apply for tax credits in 2027, preferably in

the July round that would allow construction to start in early 2028.

Construction
In the meantime, the architects are incorporating lessons learned and updates into the drawings so that the project will be ready to go when funds are available.

FISCAL IMPACT
The total pre-development loan from Alameda Affordable Housing Corporation (AAHC)/AHA available for the Estuary II project is $3,750,000. Funds are disbursed to ICD on an as-needed basis. Of this amount, 97% has been spent on the on and offsite improvements and other related costs. Please refer to the attached chart summarizing expenses through July 31, 2026.

CEQA
Not applicable.

RECOMMENDATION
Accept the Quarterly Development Report for The Estuary II Housing Development.

ATTACHMENTS
1. PSH II Predev Cost chart through July 31 2026

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

Predevelopment Expenses Chart Through July 31, 2026

The Estuary II	Uses	Sources
Predevelopment loan funds (AAHTF) available for the Estuary II project		$3,750,000
AHA funded site preparation costs as the master developer for the pro rata share costs of ground improvement and offsite improvement for Estuary II. *Shown for informational purposes only		$1,500,000
Predevelopment expenses to-date includes predevelopment costs, pro rata shares of master plan, demolition, and land carrying costs)	$3,664,702	
Soil Off Haul Costs - Estuary II's Pro Rata Share	$285,859	
Predevelopment Funds Remaining	$1,299,439	
Cumulative Total AHA Funds for Estuary II		$5,250,000

ITEM 5.G

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: August 24, 2026

Re: Accept the Quarterly Report for The Poplar Housing Development.

BACKGROUND

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

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

AHA has received redevelopment funding from the City of Alameda totaling $4,888,053. AHA has recently received an additional $1,000,000 from the City of Alameda increasing this redevelopment funding total to $5,888,053.

In March 2024, the project was awarded $534,565 in Equitable Community Revitalization Grant (ECRG) funds from the Department of Toxic Substances Control Office of Brownfields (DTSC). The grant has a two-year term: March 2024 to March 2027 (per recent extension). The majority of the ECRG grant is slated for environmental investigation and the development of a remedial action plan.

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

DISCUSSION

Staff requested and received an extension to 2027 to re-submit the Corrective Action Plan (CAP) from the Water Board.In December 2025, Rincon conducted seasonal testing, and the results have been published on the public website Geotracker (https://geotracker.waterboards.ca.gov/).

AHA recently boarded the front building due to minor vandalism. Pest control and weekly site walks continue. Pre-development expenses to date are attached. Activities focus on continuing the entitlement process and ongoing design, which is moving slowly due to other agency priorities. A recent update was posted to the website and is attached. An interest list is available for prospective tenants.

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

CEQA
Not Applicable.

RECOMMENDATION
Accept the Quarterly Report for The Poplar Housing Development.

ATTACHMENTS
1. Poplar Predevelopment_260731
2. Update on the Poplar Development_20260728

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

AHA-Land AUSD (6151)

Predevelopment Uses

Period = Jul 2021-Jul 2026

Book = Accrual

	Balance
	Current Period
FIXED ASSETS	
LAND AND BUILDINGS	
Land	2,506,460.00
TOTAL LAND AND BUILDINGS	2,506,460.00
TOTAL FIXED ASSETS	2,506,460.00
CONSTRUCTION IN PROGRESS	
CIP - Building Improvements	48,978.89
CIP - Land Improvements	3,599.07
CIP - Acquisition-Legal	84,065.46
CIP - Acquisition-Title & Escrow Fee	7,847.00
CIP - Appraisal (Land or Property)	6,500.00
CIP - Demolition & Remediation	3,094.00
CIP - Others Acquisition Costs	905.48
CIP - On Site Improvement	19,805.92
CIP - Admin Expenses(including postage & adv	356.76
CIP - Architectural & Engineering Fees	160,157.56
CIP - Survey Fees	10,383.76
CIP - Engineering Fees	52,800.00
CIP - Professional Services (Other)	178,883.57
CIP - Project Administration	96.19
CIP - Costs of Insurance	20,639.39
CIP - Financing Cost-Inspection Fees	91,951.00
CIP - Insurance Costs During Construction	843.97
CIP - Construction Loan-Legal	195,471.21
CIP - Construction Loan - Fees	18,350.00
CIP - Loan Interest - Soft	126,006.28
CIP - Environmental Testing & Reports	377,125.00
CIP - Permit & Fees (plan'g,build'g,public work	656,313.59
CIP - Utilities Fees	18,963.84
CIP - Marketing Cost	1,039.40
TOTAL CONSTRUCTION IN PROGRESS	2,084,177.34
TOTAL LONG TERM ASSETS	2,506,460.00
TOTAL ASSETS	4,590,637.34

Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

July 28, 2026

Update on the Poplar Affordable Housing Development

The Housing Authority of the City of Alameda (AHA) is committed to expanding affordable housing opportunities throughout the City of Alameda. While the Poplar project remains an important priority, its schedule has been extended as AHA completes financing for its North Housing developments and responds to the unexpected rebuilding of one of its senior housing communities following a recent fire.

Since the October 2025 update memo, AHA has continued to move the project forward by posting updated environmental information on the San Francisco Regional Water Quality Control Board's (Water Board) GeoTracker website (*https://link.edgepilot.com/x/L7toEnEIlHnmTNrbbw0ay-s?u=https://geotracker.waterboards.ca.gov/*) and completing site security improvements, including installation of new Good Neighbor fencing along the correct property line.

A cleanup plan, called a Corrective Action Plan (CAP), is being prepared for the site. AHA previously submitted an initial draft of the CAP to the Water Board and posted it on GeoTracker. The CAP describes how environmental issues at the site will be addressed to provide long-term protection of public health and the environment.

The initial draft CAP is being reviewed by the Water Board and will be revised based on agency comments. Revisions will include a description of any proposed excavation work and requirements to comply with applicable laws limiting dust, noise, and hours of truck traffic, ensuring the safety of pedestrians and residents. The proposed cleanup approach and schedule will be determined after agency review is complete.

AHA values community input and shares the neighborhood's commitment to protecting public health and safety. Once agency review is complete, the draft CAP will be released for public review and comment. That public process includes a fact sheet that provides an overview of the proposed cleanup plan, a 30-day public comment period, and a public meeting to accept public comments. AHA has a working deadline with the Water Board for 2027 to engage in this process.

Individuals interested in future housing opportunities may now sign up for the Poplar Interest List: https://link.edgepilot.com/x/dHYQ7qBuHWI_DH4ZMBkwbv0?u=https://form.alamedahsg.org/Forms/hXmSE. Interested community members can also sign up for our newsletter at https://visitor.r20.constantcontact.com/manage/optin?v=001SSN-w9W6TmfaLPocV52Ocdq7LttJ9WyU6kwnTV8z110LGJvYaaw8lgQ-amgRSM-dRAHphpPWQ9MAyV0_ZP0Dawp9H2eCtw__3ZH6z1JSurzHzL2TV08qetfS056T_47sdHk4gyzGcfyU-lDDbMJ7yA%3D%3D
AHA expects to have additional information about the project along with an updated schedule in mid-2027.

ITEM 5.H

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Nancy Gerardin, Director of Property Operations
Date:	August 24, 2026
Re:	Approve the Quarterly Write-off, to June 30, 2026, of Uncollectible Accounts Receivable from Former Residents.

BACKGROUND

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

DISCUSSION

This request is to write-off accounts receivable for residents who have voluntarily vacated, passed, or were evicted and had outstanding balances due to the Alameda Affordable Housing Corporation, the Housing Authority of the City of Alameda, and Island City Development. A final notice will be sent to the respective resident(s) before the outstanding balance is written off. The total amount to be written off is $48,254.12 and presented in the attachment to this memorandum. This amount is a combination of past rents due, late fees, damages, and miscellaneous maintenance charges.

FISCAL IMPACT

This resident account write-off will result in an expense to the Alameda Affordable Housing Corporation of $12,862.85, Housing Authority of the City of Alameda of $8,148.27, and ICD of $27, 243.00.

CEQA

N/A

RECOMMENDATION

Approve the Quarterly Write-off, to June 30, 2026, of Uncollectible Accounts Receivable from Former Residents.

ATTACHMENTS

1. Write Offs Q2 2026

Respectfully submitted,

Nancy Gerardin, Director of Property Operations

Legal Entity	Property Name	Reason for Move Out	Move Out Date	Amount of Bad Debt per reconciliation
AAHC	Esperanza Apartments	Voluntary Notice to Vacate	06.30.2026	$1,130.00
AAHC	Esperanza Apartments	Vacated subject to termination notice	04.20.2026	$6,486.00
AAHC	Esperanza Apartments	Voluntary Notice to Vacate	04.27.2026	$1,426.95
AAHC	Parrot Village	Former Employee	02.22.2026	$146.90
AAHC	Eagle Village	Death	02.09.2026	$1,836.00
AAHC	Eagle Village	Voluntary Notice to Vacate	06.29.2026	$1,836.00
AAHC	Anne B. Diament	Death	04.02.2026	$1.00
			TOTAL AAHC	**$12,862.85**
ICD	Estuary I	Eviction	06.12.2026	$2,131.00
ICD	Linnet Corner	Death	06.02.2026	$9,222.00
ICD	Everett Commons	Death	06.08.2026	$459.00
ICD	Rosefield Village	Former Employee	01.13.2026	$7,655.00
ICD	Rosefield Village	Eviction	05.31.2026	$7,776.00
			TOTAL ICD	**$27,243.00**
AHA	Independence Plaza	Voluntary Notice to Vacate	05.12.2026	$6,032.00
AHA	Independence Plaza	Voluntary Notice to Vacate	06.19.2026	$720.00
AHA	Scattered Sites	Voluntary Notice to Vacate	04.06.2026	$1,396.27
			TOTAL AHA	**$8,148.27**
			TOTAL	**$48,254.12**

ENTITY	Q1 2026 Bad Debt	Q4 2025 Bad Debt	Q3 2025 Bad Debt	Q2 2025 Bad Debt
AAHC	$78,335.74	$40,312.00	$43,777.10	$40,862.05
ICD	$57,189.96	$516.00	$72,783.97	$38,802.57
AHA	$680.00	$0.00	$8,148.27	$8,378.72
	$136,205.70	**$40,828.00**	**$124,709.34**	**$88,043.34**

ITEM 5.I

ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: August 24, 2026

Re: Ratify and Approve the Consultant Services Agreement between Burke, Williams, and Sorensen LLP, and Everett and Eagle LP (**Everett Commons)** for construction defect legal services.

BACKGROUND

Everett Common is a two-story, 20-unit, three-building property with a leasing office and community room. The project was built by General Contractor (GC), J.H. Fitzmaurice, and plumbing contractor, Monarch Mechanical. This new construction property was completed in December 2018 and has had multiple leaks in the domestic water supply lines since 2021. The water piping materials were designed and built with Uponor brand PEX, a cross-linked polyethylene flexible plastic material. The leaks are an ongoing issue with the most recent incident and repairs occurring in March 2026. The manufacturer of the water line material, Uponor, has been unresponsive to requests from both AHA staff, and Affordable Housing Risk Pool (AHRP) staff since completing materials testing in 2025. In early 2026, it was discovered that the installation of the water heaters was incomplete, as expansion tanks had not been included per the required design. Monarch Mechanical has installed the expansion tanks at all units as of the end of June 2026. As a result, ICD solicited legal services to advise and assist with cost recovery and potential litigation. This issue was presented to the Board in November 2025.

DISCUSSION

Both ICD and Monarch Mechanical have filed multiple warranty claims with the manufacturer with limited response. Testing was conducted by Uponor on May 19, 2025, to assess the installation and to obtain samples of the installed PEX to conduct destructive testing. ICD has requested results of the material testing multiple times with limited response. Affordable Housing Risk Pool (AHRP) has also attempted to request additional information to file subrogation demands.

ICD intends to fix the cause of this issue. ICD is open to all options, up to and including a possible full domestic water supply re-pipe of this property. Litigation may be required to obtain funds for ameliorating the issues and costs caused by repeated leaks. ICD conducted a solicitation for multiple legal services in March 2026. The firm Burke, Williams & Sorensen, LLP was deemed qualified to provide legal consulting services for Real Estate, Environmental, Entitlement, and Land Use Counsel services. A contract in the amount of $50,000 was executed between Burke, Williams & Sorensen, LLP and Everett and Eagle LP (an ICD affiliate) on June 23rd, 2026, to begin preparing for investigation and possible litigation.

FISCAL IMPACT

This Construction Defect Counsel Contract is in the amount of $50,000 which will be covered by project operations to the extent possible. If needed, staff will ask the Board to support legal costs through Island City Development sources.

CEQA

Not applicable

RECOMMENDATION

Ratify and Approve the Consultant Services Agreement between Burke, Williams, and Sorensen LLP, and Everett and Eagle LP (**Everett Commons)** for construction defect legal services.

ATTACHMENTS

1. BWS_Consultant Services Contract

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("**Agreement**"), entered into this 23 day of June, 2026 ("**Effective Date**"), by and between EVERETT AND EAGLE LP, a California limited partnership and Eagle Avenue, LLC, a California limited liability company, which in turn acts through its sole member and manager, Island City Development, a California nonprofit public benefit corporation (hereinafter, acting through its General Partner, 2437 Eagle Avenue, LLC, a California LLC, referred to as “**OWNER**”), and BURKE, WILLIAMS & SORENSEN, LLP a California limited liability partnership located at 181 Third Street, Suite 200, San Rafael, CA 94901 (hereinafter referred to as "**Consultant**"), is made with reference to the following:

RECITALS:

A. OWNER is a California limited partnership, created, established, and authorized to transact business in the State of California.

B. OWNER has determined that it requires professional services for construction defect legal services.

C. OWNER’s General Partner has authority to retain counsel under Section 5.01(a)(iii) of the First Amended and Restated Agreement of Limited Partnership of Everett and Eagle L.P. (the “**LPA**”). OWNER acknowledges that under Section 5.02(l) of the LPA, initiation of any litigation on behalf of the Partnership, or compromise of any claim or liability in excess of $25,000, requires the prior written Consent of the Limited Partner, Enterprise Neighborhood Impact Fund II, LLC (“**Enterprise**”). OWNER further acknowledges that this Agreement was procured pursuant to a Request for Proposals issued by the Housing Authority of the City of Alameda (“**AHA**”) and that AHA has authorized the contract to be established directly with OWNER as the property ownership entity with standing to pursue construction defect claims.

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. OWNER 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. <u>TERM</u>.

The term of this Agreement shall commence on the Effective Date and end on April 30, 2028, 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.

Consultant shall provide legal services to OWNER, (i) in connection with a construction defect matter, more specifically outlined 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.

2.1 Notwithstanding the foregoing, Consultant’s services under this Agreement with respect to filing any litigation, initiating any legal proceedings, or compromising any claim or liability in excess of $25,000 shall be conditioned upon OWNER’s confirmation that the prior written Consent of Enterprise Neighborhood Impact Fund II, LLC (the Limited Partner under the LPA) has been obtained as required by Section 5.02(l) of the LPA. Consultant shall not commence litigation activities or agree to any settlement in excess of $25,000 without first receiving written confirmation from OWNER that such Consent has been secured. OWNER shall promptly notify Enterprise of the pending or threatened litigation concerning defective PEX piping, as required by Section 5.11(f) of the LPA.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and OWNER 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 OWNER 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 OWNER.

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 OWNER nor have any contractual relationship with OWNER.

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

3. COMPENSATION TO CONSULTANT.

3.1 OWNER 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 OWNER to Consultant for the services provided herein shall not exceed $50,000,(Fifty Thousand Dollars) including all expenses ("Contracted **Amount**"). OWNER shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and OWNER shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by OWNER pursuant to Paragraph 4 below. Consultant shall invoice OWNER 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 OWNER by Consultant. OWNER 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 OWNER. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsq.orq or on the OWNER's vendor portal.

Everett and Eagle LP c/o Island City Development
701 Atlantic Avenue
Alameda, CA 94501-2161
ATTN: Sylvia Martinez
(510) 747-4343
Email: smartinez@alamedahsg.org

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed, 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. <u>ALTERATION OR CHANGES TO THE AGREEMENT</u>.

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 OWNER's Board of Directors, President, or designee, within their delegated authority, are the only authorized OWNER representatives who may at any time, by written order, make any alterations within the general scope of this Agreement. For the avoidance of doubt, OWNER acts through its General Partner, 2437 Eagle Avenue, LLC, which acts through Island City Development as its sole member and manager.

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

5. <u>TIME IS OF THE ESSENCE</u>.

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

6. <u>INDEPENDENT CONTRACTOR</u>.

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of OWNER. 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 OWNER'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 OWNER harmless from any and all claims that may be made against OWNER based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

OWNER 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.

7. 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 OWNER harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. NON-DISCRIMINATION.

Consistent with OWNER's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not 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.

9. INDEMNIFICATION/HOLD HARMLESS.

9.1 To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless, including the cost to defend, OWNER, 2437 Eagle LLC, Island City Development, the Housing Authority of the City of Alameda, its affiliates Alameda Affordable Housing Corporation, 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.

9.2 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 OWNER, 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

OWNER the appropriate form of dismissal relieving OWNER from any liability for the action or claim involved.

9.3 OWNER does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by OWNER, or the deposit with OWNER, 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.

9.4 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.

10. INSURANCE.

Without limiting or diminishing the Consultant's obligation to indemnify, defend, and hold OWNER 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.

11. CONFLICT OF INTEREST.

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

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement, except as disclosed herein. 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 OWNER of all Consultant's interests, if any, which are or may be perceived as incompatible with the OWNER'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 OWNER 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.

Consultant hereby discloses that it has been added to a panel of firms that may be hired to provide legal services to the Housing Authority of the City of Alameda ("AHA") in unrelated matters. AHA is not a current partner in E&E LP; however, AHA controls the General Partner through its control of Island City Development and is a joint Guarantor under the Guaranty Agreement for the benefit of the Limited Partner. AHA is also the ground lessor under the ground lease to E&E LP. Consultant represents that the matters for which it represents AHA are unrelated to this construction defect engagement and that appropriate ethical screens and information barriers are in place to protect OWNER's confidential information. OWNER has been advised to seek independent counsel regarding this potential conflict. This Agreement is conditioned upon OWNER's and AHA's execution of appropriate conflict of interest waivers acknowledging Consultant's concurrent representation in matters related to E&E LP's organizational structure, a California nonprofit public benefit corporation whose board of three directors is appointed by AHA's Executive Director. Island City Development is the sole member of 2437 Eagle Avenue, LLC, which serves as E&E LP's General Partner. AHA and Island City Development are also joint Guarantors.

12. <u>PROHIBITION AGAINST ASSIGNMENTS</u>.

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 OWNER. 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 OWNER 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 OWNER 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.

13. SUBCONTRACTOR APPROVAL.

Unless prior written consent from OWNER 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.

14. 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 OWNER, 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.

15. 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 OWNER. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to OWNER 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 OWNER, and all publication rights are reserved to OWNER.

All Reports prepared by Consultant may be used by OWNER 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 OWNER projects as appropriate.

Consultant shall, at such time and in such form as OWNER may require, furnish reports concerning the status of services required under this Agreement. All reports shall be issued in draft form (marked DRAFT) first and directed to the General Partner (2437 Eagle Avenue, LLC, c/o Housing Authority of the City of Alameda, 701 Atlantic Avenue, Alameda, CA 94501, Attention: Executive Director), Copies to Enterprise Neighborhood Impact Fund II, LLC as required by the notification provisions of the LPA are the responsibility of the General Partner to distribute

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 OWNER.

16. RECORDS.

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by OWNER 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 OWNER or its designees to such books and records during normal business hours; and gives OWNER 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.

Additionally, OWNER may request copies of all records from Consultant at any time, Consultant will provide electronic copies of all records requested as soon as reasonably practical.

17. 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 OWNER shall be addressed to OWNER at:

Everett and Eagle LP
c/o Island City Development
701 Atlantic Avenue
ALAMEDA CA 94501-2161

Attention: Vanessa Cooper, President

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

Mary Anne Wagner / Deirdre Joan Cox
Burke, Williams & Sorensen, LLLP
181 Third Street, Suite 200
San Rafael, CA 94901

18. NO SMOKING, DRINKING OR RADIO USE.

Consultant agrees and acknowledges that smoking, drinking alcoholic beverages, and listening to radios is prohibited at any OWNER 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.

19. TERMINATION.

OWNER 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 OWNER'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.

19.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the OWNER 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.

19.2 Effect of Termination for Convenience. If the termination is to be for the convenience of OWNER, then OWNER shall compensate Consultant for services provided through the date of termination. Consultant shall provide documentation deemed adequate by OWNER 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.

19.3 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 OWNER of written notice of default, specifying the nature of such default and the steps necessary to cure such default, OWNER 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, OWNER may take over the work and prosecute the same to completion by contract or otherwise. Prior to discontinuance of services, OWNER 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, OWNER 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 OWNER in determining whether to enter into future agreements with Consultant.

19.4 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. REMOVAL AND REPLACEMENT OF CONSULTANT EMPLOYEE.

If Consultant's staff member assigned to perform direct hire placement services for the OWNER is: a) determined unsatisfactory by OWNER, or b) terminates employment with Consultant while working at OWNER, Consultant agrees to notify OWNER 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 extent applicable, all City of Alameda ordinances, and all rules and regulations enacted or issued by OWNER. In the event that the Consultant encounters a potential conflict between state, federal, or local law, Consultant shall inform OWNER and OWNER 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 OWNER for nonconformance with the terms of the Agreement, OWNER 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 OWNER to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with OWNER on Facebook, Twitter, LinkedIn, Yelp, Instagram, and any other social media.

28. OWNER DOCUMENTS; CONFIDENTIALITY.

To the extent applicable:

28.1 Definition. Consultant shall observe all Federal, State and OWNER 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 OWNER 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; OWNER information or data which is not subject to public disclosure; OWNER 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 OWNER nor have any contractual relationship with OWNER. 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 OWNER 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 All documents and Confidential Information obtained or created by Consultant in the performance of the services hereunder shall remain the property of the OWNER.

29. WAIVER.

Any waiver by OWNER 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 OWNER to require exact, full, and complete compliance with any terms of this Agreement shall not be construed in any manner as changing the terms or preventing OWNER 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 OWNER President (or designee), acting through the General Partner authority chain, shall administer this Agreement on behalf of OWNER and may issue all consents, approvals, directives, and agreements on behalf of OWNER called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. GENERAL.

The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable OWNER 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.

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

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

32.3 Consultant acknowledges that OWNER 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.

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

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

33. ADDITIONAL FEDERAL REQUIREMENTS.

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Notwithstanding anything to the contrary in this Agreement or any exhibit hereto, OWNER 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 OWNER setting forth the provisions of this non-discriminating clause.

33.2 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).

33.3 Access to Records and Records Retention: Consultant, and any sub.; consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or OWNER 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.

33.4 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.

34. NONLIABILITY OF OWNER OFFICIALS AND EMPLOYEES.

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

35. ENTIRE AGREEMENT.

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

36. AUTHORITY TO SIGN.

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement. OWNER hereby represents that this Agreement is being executed by duly authorized representatives acting through the General Partner authority chain described in the recitals, and that all necessary organizational approvals have been obtained or will be obtained prior to commencement of litigation activities.

37. EXHIBITS.

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

Exhibit A - Scope of Services
Exhibit B - Fee Schedule
Exhibit C- Insurance Requirements for Consultants

[SIGNATURES ON FOLLOWING PAGE]

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

"CONSULTANT"

Burke Williams & Sorensen, LLP

DocuSigned by:

By: John J. Welsh

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John J. Welsh
Managing Partner

"OWNER"

EVERETT AND EAGLE LP,
a California limited partnership

2437 Eagle Avenue, LLC, a California limited liability company, its General Partner

By: Island City Development, a California nonprofit public benefit corporation, its Manager and Sole Member

DocuSigned by:

By: Vanessa Cooper

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Vanessa Cooper, President

Accepted:

DocuSigned by:

Sylvia Martinez

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Sylvia Martinez Director of Housing Development

EXHIBIT A
SCOPE OF SERVICES

Days 0–15: Reserve Rights, Preserve Evidence, Communicate with Uponor

1. Send reservation of rights letters (immediately)

   - To: GC, plumbing subcontractor, Uponor, relevant insurers.
   - Content (high level):
     - Investigation is ongoing; cause undetermined.
     - No action taken to date constitutes a waiver, release, or acceptance of responsibility.
     - All contractual, statutory, and common law rights are expressly reserved.
     - ICD is incurring ongoing damages and will seek recovery.

2. Issue Litigation Hold / Document Preservation Notices

- Recipients: GC, plumber, Uponor, testing labs, insurers, property management, maintenance and other ICD staff, any consultants.
- Scope:
    - All emails, texts, reports, photos, videos, work orders, leak logs, invoices, samples, test data, and internal notes.
    - Seeking confirmation of receipt and compliance

3. Issue Formal Written Demand to Uponor for Test Results
    - Send formal, deadline driven demand (certified mail + email) to Uponor for:
        - All lab reports and test data from the May 19, 2025 visit.
        - Chain of custody records for the six samples.
        - Any internal technical assessments or preliminary findings.
    - Deadline: 10–14 calendar days.

4. Organize Factual Record to Date
    - Compile:
        - Chronology of leaks (dates, locations, severity, repairs).
        - All prior communications with GC, plumber, Uponor, and insurers.
        - Copies of both warranty claims (plumber's and owner's).
    - Prepare concise timeline + evidence index ICD can hand to experts and counsel

Days 15–30: Engage Expert Consultants

5. Retain Independent Forensic Plumbing/Materials Expert
    - Scope of work:
        - Review incident history and available photos.
        - Inspect accessible piping and fittings on site.
        - Evaluate installation practices vs. manufacturer standards.
        - If possible, obtain split samples or arrange independent testing of PEX (oxidation, degradation, etc.).

    - Provide preliminary opinion: localized vs. systemic failure; risk of recurrence; likely causes.

- Output (by ~Day 45): Short preliminary memo or verbal findings, followed later by a formal report.

6. Analysis by Burke

- Review contracts (GC, subs, design team) for warranties, notice requirements, indemnity, and dispute resolution.
- Review applicable statutes/limitations and repose.
- Advise on best forum and strategy (direct action vs. waiting for more data).
- Refine reservation of rights language and future correspondence.
- Prepare written strategy outline + identification of all potential defendants and theories of liability.

7. Coordinate with Property Insurer and Subrogation Team

- Provide them with chronology, photos, and leak documentation.
- Confirm their subrogation posture and whether they will retain their own experts.
- Align on evidence handling.
- Align on roles: what the carrier will pursue vs. what ICD will need to pursue independently.

Days 30–60: Position for Negotiation or Litigation

8. Follow up on Uponor's response (or non response)

- If they respond:
    - Have expert consultant review the test results and any causation assertions.
    - Compare their findings with independent expert's observations.

- If they do not respond or stonewall:
    - Send a second, more pointed letter referencing prior requests and reserving the right to seek court intervention for discovery.

- Goal: Clear record that ICD has diligently sought information and that any delay is not attributable to ICD.

9. Develop Preliminary Damages and Remediation Model

- With expert and GC/alternative contractor:
  - Scenario A: Targeted repairs (replace only affected runs/branches).
  - Scenario B: Full domestic water re pipe (materials, labor, finishes restoration, temporary relocation, loss of use).
- Include:
  - Past leak repair costs and water damage.
  - Anticipated future leaks if no systemic fix is implemented.
- Develop a rough order of magnitude cost range for each remediation option.

10. Consider Potential Tolling Agreements

- Parties: GC, plumber, Uponor (and possibly others).
- Purpose: Preserve claims while investigations and negotiations continue, without forcing immediate filing.
- Timing: Once ICD has at least preliminary expert input and a sense of damages.
- Any refusal to toll may influence timing of potential lawsuit.

11. Board Briefing

- Prepare concise memo or slide deck covering:
  - Facts to date and leak history.
  - Risk assessment (technical and legal).
  - Cost ranges for remediation options.
  - Recommended path for next 60–120 days (including potential litigation).
- Obtain Board/leadership alignment on risk tolerance, litigation appetite, and funding strategy for remediation.

Days 60–90: Decide on Remediation Path and Legal Posture

12. Obtain draft expert report

- Content:
  - Causation analysis (material defect vs. installation vs. water chemistry, etc.).
  - Assessment of whether failures are likely to continue.
  - Recommended remediation approach.

13. Make provisional remediation decision

- Using: Expert report + cost models + board input.
- Decide:
  - Whether ICD will undertake a full re pipe vs. targeted repairs.
  - Whether ICD will proceed regardless of recovery, or only after securing some funding/settlement.
- Goal: A board level decision or at least a preferred path with contingencies.

14. Prepare and transmit a structured settlement demand (if appropriate)

- To: GC, plumber, Uponor (and possibly insurers).
- Include:
  - Summary of facts and leak history.
  - Expert findings on causation.
  - Detailed damages and projected remediation costs.
  - A concrete demand (or framework) for funding remediation.

Days 90–120: Execute on Chosen Path

15. If initial settlement discussions are productive (unlikely):

- Negotiate scope and funding of remediation (who pays what, timing, oversight).
- Address tenant impacts, scheduling, and access.
- Ensure any settlement agreement preserves adequate funds and does not release unknown future claims without careful consideration.

- Prepare draft settlement agreement(s) and, ideally, a funded remediation plan.

16. If settlement stalls or is inadequate (likely):

    - Finalize Complaint(s) against appropriate parties.
    - Decide whether to file now or after a final pre suit demand.
    - Ensure all evidence, samples, and expert work product are litigation ready.

17. Commence detailed planning for remediation implementation

    - Regardless of litigation status, ICD can:

        - Develop phasing plans to minimize tenant disruption.
        - Identify temporary relocation needs and costs if applicable.
        - Prepare communication materials for residents explaining the issue and planned work.

    - Prepare a practical implementation plan that can be activated once funding is secured.

EXHIBIT B
FEE SCHEDULE

A not to exceed amount of $50,000 per the following schedule.

Estimated Hours for 120 Day Work Plan

While some of the engaging of consultants and evidence preservation notices can be prepared by senior associates, we anticipate that the majority of the work during the first 120 days will be performed by senior partners.

Phase 1 — Days 0–15: Reserve Rights, Preserve Evidence, Communicate with Uponor:	18-28 hours
Phase 2 — Days 15–30: Engage Expert Consultants:	17-28 hours
Phase 3 — Days 30–60: Position for Negotiation or Litigation:	18-28 hours
Phase 4 — Days 60–90: Decide on Remediation Path and Legal Posture:	16-26 hours
Phase 5 — Days 90–120: Execute on Settlement or Litigation Path:	12-22 hours for settlement path and 24-40 hours for litigation path
TOTALS:	
Settlement oriented scenario:	**81–132 hours**
Budget range of settlement oriented scenario	**$33,777 - $55,044**
Litigation oriented scenario:	**93–150 hours**
Budget range of litigation oriented scenario	**$38,781 - $62,550**
Of the above totals, roughly 20% would be performed by senior associates and 80% would be performed by senior partners yielding the following range of expense. Please note that these budget estimates are calculated on the current, Year 1 rates.	**[To be calculated based on rates]**

Rates

Position	**Hourly Rate***
Senior Partners	$425
Junior Partners	$400
Senior Associates (year 4+)	$385
Junior Associates (year 1-3)	$355
Paralegals	$200

*The hourly rates will increase annually in the same manner as our proposed rates for Affordable Housing Finance and Development, Real Estate, as provided in our proposal.

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than $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, and shall cover full prior acts. . 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.

- 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.

OTHER INSURANCE REQUIREMENTS:

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

- **Additional Insured Status**:
  - OWNER, 2437 Eagle Avenue LLC, Island City Development, Everett and Eagle LP, Enterprise Neighborhood Impact Fund II, LLC, the Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation, and their respective 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 OWNER a waiver of any right to subrogation which any insurer of said Consultant may acquire against OWNER 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 OWNER 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, OWNER 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 OWNER.
- **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 OWNER
- **Verification of Coverage**:
  - Consultant shall furnish OWNER 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 OWNER 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.
  - OWNER 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 OWNER 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:** OWNER 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 5.J

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Sylvia Martinez, Director of Housing Development
Date:	August 24, 2026
Re:	Adopt a Resolution to Authorize the President to Negotiate and Execute a Second Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (Linnet Corner) and Market Design Furniture to increase the Not to Exceed Amount by $18,445.47, to a total of $205,459.78 of which $3,660.34 is contingency, to Extend the Contract Term to March 24, 2027 and to Authorize the President to Amend the Scope of Work with additional services.

BACKGROUND

The Board approved a Consultant Services Agreement with Market Design Furniture on January 30, 2025 in the amount of $187,014.31 after a request for proposal was issued and they were the lowest, responsible and responsive bidder, as amended by that certain First Amendment to the Consultant Services Agreement dated November 17, 2025 ("Original Agreement"). The Original Agreement expired on June 30, 2026. Staff is presenting this Second Amendment to the Consulting Services Agreement ("Second Amendment") for review and authorization, with the Second Amendment to be effective retroactively as of June 30, 2026. The Second Amendment will extend the term of the Agreement and modify the scope of services and corresponding compensation. The retroactive effective date is intended to provide continuity of the parties' contractual relationship and address the additional services provided following expiration of the original term.

DISCUSSION

As Linnet Corner has some additional savings from development, additional furnishings are being proposed to complete the project. There are small nooks on the upper floors that have large windows providing views of the surrounding areas. These are warm spots for residents to gather. These areas had not been fully furnished to date, but with additional cost savings, staff proposes the purchase of rugs, seats, and other items to make them more usable. This scope is detailed in the attached contract. A contingency fund of $3,660.34 is also available at the direction of the President.

FISCAL IMPACT

The project will fund these costs from development sources.

CEQA

Not applicable.

RECOMMENDATION

Adopt a Resolution to Authorize the President to Negotiate and Execute a Second Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (Linnet Corner) and Market Design Furniture to increase the Not to Exceed Amount by $18,445.47, to a total of $205,459.78 of which $3,660.34 is contingency, to Extend the Contract Term to March 24, 2027 and to Authorize the President to Amend the Scope of Work with additional services.

ATTACHMENTS

1. 2nd Amendment Consultant Services Agreement_Market Design_MLLP - Linnet Corner FINAL
2. Linnet Corner Market Design Furniture Resolution-FINAL

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO CONSULTANT SERVICES Agreement ("Agreement"), entered into this 24th day of August, 2026, by and between MABUHAY AND LAKEHURST LP, a California limited partnership (herein referred to as "Owner"), and Market Design Furniture, a California corporation located at 2025 22nd Street, San Francisco, CA 94107, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. Owner is duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

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

C. 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.

D. Consultant was selected in a competitive process in 2025 to provide interior furnishing services and entered into a Consultant Services Agreement by and between Mabuhay and Lakehurst LP, a California limited partnership and Market Design Furniture dated January 30th, 2025, as amended by that certain First Amendment to Agreement dated November 17, 2025 ("Original Agreement").

E. Owner and Consultant desire to amend the Original Agreement to extend the term and to provide additional interior furnishing services at that certain property with a common address of 2000 Lakehurst Circle, Alameda ("Linnet Corner").

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

1. **EXTENSION OF TERM.** The term of this Agreement shall be effective as of June 30, 2026 ("Effective Date") and end on August 24, 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. **AMENDMENT OF SERVICES TO BE PERFORMED.** Exhibit A to the Original Agreement ("Original Exhibit A") shall remain unchanged and in full force and effect. The services described in Exhibit A-1 to this Amendment are hereby added to and shall supplement the services set forth in the Original Exhibit A. In the event of any conflict between the Original Exhibit A and Exhibit A-1 to this Amendment, Exhibit A-1 to this Amendment shall control solely with respect to the additional services described therein.

3. **AMENDED COMPENSATION TO CONSULTANT.** The compensation previously payable pursuant to Section 3 of the Original Agreement has been fully paid and satisfied, and no additional amounts are due or owing with respect to the scope of services as set forth in the Original Agreement. In consideration for the additional Services described in Section 2 above, Owner shall pay an additional amount not to exceed $18,445.47, of which $3,660.34 is contingency, which amount shall be in addition to, and separate from, the compensation previously paid under the Original Agreement. Exhibit B to the Original Agreement ("Original Exhibit B") sets forth the fee schedule and shall remain unchanged and in full force and effect. The fee schedule set forth in Exhibit B-1 to this Amendment are hereby added to and shall supplement the fee schedule set forth in the Original Exhibit B. In the event of any conflict between the Original Exhibit B and Exhibit B-1 to this Amendment, Exhibit B-1 to this Amendment shall control solely with respect to the additional Services described therein.

4. **CONTINUING EFFECT.** 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.

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

Exhibit A - Scope of Services
Exhibit B - Fee Schedule

[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"

Market Design Furniture, Inc.
A California Corporation

By:_________________________

Name: Diane Scheiman

Its: President

"Owner"

MABUHAY AND LAKEHURST LP, a California limited partnership

By:______________________________

____
Vanessa Cooper, President

EXHIBIT A -1
SCOPE OF SERVICES

Market Design Furniture, Inc.
Furniture for SROs, Residential & Community Facilities
2025 22nd Street • San Francisco CA 94107
tel (844) 550-1155 • fax (844) 550-1166
sales@marketdesignfurniture.com

ORDER #200337
Jul 20, 2026

Project: Linnet Corner Nooks 3 & 4

Sold to:
Alameda Housing Authority
Jocelyn Layte
701 Atlantic Ave
Alameda, CA 94501
tel: (510) 747-4349 email: jlayte@alamedahsg.org

Install at:
Attn: Jocelyn Layte
2000 Lakehurst Cir
Alameda, CA 94501
tel:

	DESCRIPTION	QTY	PRICE	EXT	
	Services Offices Hallway 1st Floor				
1	JFK bench 60" with rolled steel loop arm/leg 2040 Hard Rock Maple C Silver	1	$938.00	$938.00	t
	Nook 3rd Floor				
2	Métier lounge arm chair hard poly/wood base 18.3" sh Sage / Maple	2	$839.00	$1,678.00	t
3	Swizzle stool 17"h x 18"diam Grey	1	$256.00	$256.00	t
4	Machine woven PP indoor/outdoor rug, floral monstera pattern 6'1" x 9' LARGE LEAF	1	$379.00	$379.00	t
5	All-Weather Non-Slip Rug Pad 5 x 8 rectangle + gray self-adhesive transition strips	1	$149.00	$149.00	t
	Nook 4th Floor				
6	Métier lounge arm chair hard poly/wood base 18.3" sh Clay / Walnut	2	$839.00	$1,678.00	t
7	Swizzle stool 17"h x 18"diam Grey	1	$256.00	$256.00	t
8	Washable indoor/outdoor Chantille medallion rug 8' x 10' rectangle copper	1	$428.00	$428.00	t
9	All-Weather Non-Slip Rug Pad 8 x 10 rectangle + gray self-adhesive transition strips	1	$215.00	$215.00	t
			Total Furniture	$5,977.00	
10	Freight, Delivery, and Installation	1	$1,750.00	$1,750.00	
			Total Installation	$1,750.00	

Market Design Furniture, Inc. ORDER #200337

Prices are valid for 30 days.
I have reviewed this invoice and agree that the quantities, products,and finishes / colors quoted above are correct, and the payment terms are acceptable

Nancy Gerardin

Full Name (Please Print)

Nancy Gerardin

Authorized Signature / Date

Sub Total	$7,727.00
(10.25%) Tax	$612.66
TOTAL	**$8,339.66**
Terms:	
50% Deposit due with order	$4,169.83
50% Balance due 10 days prior to original installation date	$4,169.83

Payable to:
Market Design Furniture, Inc
2025 22nd Street
San Francisco, CA 94107

There is a 1.5% per month late charge for all monies past due

ADDITIONAL TERMS ... PLEASE READ AND ACKNOWLEDGE

Your Installation

The installation assumes that the areas to have furniture installed and path to areas including access to elevators (or stairs) are complete and without impediments. If the site is not ready, any additional charges incurred shall be invoiced for extra deliveries, extra time, or extra storage past 30 days.
I understand and accept .... N G (initials)

Target Installation Date (TID)

________________ (please provide date)
We need your TID 10 weeks in advance. The TID is the date that any outstanding payments are due, unless different terms have been negotiated and noted above. We will reconfirm the installation date(s) approximately 2 weeks prior to the TID and adjust according to your schedule. Adjustments may incur storage charges which shall be billed in addition to this invoice.
I understand and accept .... N G (initials)

Our goal is to get you furniture when you need it with no additional costs. Good communication is key. Please keep us in the communications loop.

Thanks for your business!

EXHIBIT B-1
FEE SCHEDULE

Order 100460 and 200316			**$ 6,445.47**	
Order 200337			**$ 8,339.66**	
Contingency			**$ 3,660.34**	
TOTAL				**$18,445.47**

The contingency can be spent only upon the signed direction of the President of Owner or her designee.

ISLAND CITY DEVELOPMENT

Resolution No. 2026-XXX

Adopt a Resolution to Authorize the President to Negotiate and Execute a Second Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (Linnet Corner) and Market Design Furniture to increase the Not to Exceed Amount by $18,445.47, to a total of $205,459.78 of which $3,660.34 is contingency, to Extend the Contract Term to March 24, 2027 and to Authorize the President to Amend the Scope of Work with additional services.

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 August 24th, 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 previously held a procurement for interior furnishings and selected Market Design Furniture as the most responsive bidder;

WHEREAS, Consultant entered into that certain Consultant Services Agreement by and between Mabuhay and Lakehurst LP and Market Design Furniture, Inc dated January 30th, 2025, and amended by that certain First Amendment to Consultant Services Agreement dated November 17, 2025 ("Original Agreement") which was due to expire on June 30, 2026.

WHEREAS, Owner and Consultant desire to enter into a Second Amendment to Consultant Services Agreement to be effective as of June 30, 2026, to provide additional interior furnishing services at Linnet Corner.

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 President is authorized to Execute a Second Amendment to Consultant Services Agreement between Mabuhay and Lakehurst LP (**Linnet Corner**) and Market Design Furniture, for interior furnishings up to an amount of $$205,459.78 including an approved contingency of $3,660.34, and to approve changes in the interior furnishing scope, effective on June 30, 2026 and extended for a one-year term.

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

ITEM 5.K

ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: August 24, 2026

Re: Adopt a Resolution to Authorize the President to Negotiate and Execute a Second Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (**Linnet Corner**) and J.H. Fitzmaurice to Exercise the Option to Extend the Contract Term to March 19, 2027 and to Authorize the President to Amend the Scope of Work with additional services.

BACKGROUND

Linnet Corner is located at 2000 Lakehurst Circle, Alameda, CA 94501. The project is the new construction of a single, four (4) story residential building, with 64 units. J.H. Fitzmaurice, Inc. (JHF) initiated construction on March 4, 2024, and received a Certificate of Occupancy (COO) on August 25, 2025. The project has been fully leased as of February 28, 2026. JHF has continued to respond to warranty items and also to implement small additional changes requested by ICD to assist in smoother operations of the building. This contract is brought forward for Board approval because this vendor has multiple contracts that in total exceed the President's authority of $250,000.

DISCUSSION

In March 2026, the Board of Directors approved a Consultant Services Contract between Mabuhay and Lakehurst LP ("Partnership") and JHF dated March 19, 2026 with a termination date of September 19, 2026, and one option to extend six months to March 31,2027 ("Original Agreement").

On June 3, 2026, the Board approved a First Amendment to add additional scope for acoustical, electrical and other upgrades ("First Amendment" and together with the Original Agreement, the Consultant Services Agreement").

This proposed second amendment will exercise the Partnership's option to extend the contract to March 31, 2027, after which the option will be considered exhausted and no additional option is available to further extend the term without Board approval. The amendment will also provide for the President to amend the scope of work with additional services. Prior to executive of this second amendment, contract work on the water down spout reroutes, landscaping upgrades, and acoustical upgrades to ceiling tiles, acoustical panels, and maintenance room camera installation were completed. The new scope of work will cover submeter installations to the existing irrigation lines, which are master metered for the entire Block A, and additional Acoustic panels for the Services office.

Contract Balances

Contract total	$179,626
Work completed as of August 1, 2026	$ 61,960
Funds which remain available	$ 117,666

The remaining services originally contemplated are detailed below, along with some items identified more recently.

Unit Electrical Upgrades: Each unit is furnished with a flow stop that turns off water to a faucet if moisture is detected in cabinets underneath the sink and was installed to assist with preventing flood damage to the unit. The installation of electrical outlets that power the AC adapter plug-in of the flow stop unit allows this system to operate without burden to tenants and maintenance. This work was completed in July of 2026.

Landscape Irrigation Sub-metering: The irrigation system at North Housing Block A (off-site, Linnet corner, and The Estuary I) landscaping was installed under a master meter that services all three projects and receives one combined bill for usage from the East Bay Municipal Utility District. The installation of sub-meters at each project's supply line allows the entities to properly bill and pay their shared costs established via the shared use agreement between the Housing Authority of the City of Alameda and the Limited Partnerships. The installation will be done by the general contractors sub who originally installed the irrigation system to keep continuity and warranty coverage on the property and its systems.

Acoustic Panels: While conducting a final walk-through of the property before the project's conversion date, staff identified the need for additional acoustic panels to provide more privacy for confidential conversations that may occur between the service provider and residents within the services office. The same acoustic panels that have been installed at the site will be ordered for this addition and installed by the general contractors sub in order to keep warranty coverage on the property.

Additional Services: Additional Services will be used for additional work that the Partnership requests in writing. A proposal of cost and scope of work must be submitted by JHF to the Partnership, approved and signed by JHF, and approved and counter-signed by the Partnership, prior to any initiation of work or accrual of costs. Staff requests that the President be allowed to authorize refined scope up to the not to exceed amount.

FISCAL IMPACT

The contract between the Partnership and JHF for building upgrades totals $179,626. Approximately $117,666 remains available under the Consultant Services Agreement and will be re-allocated to accommodate the additional services being added to the scope of work. The Partnership remits payment in connection with the Consultant Services Agreement from development sources.

CEQA

n/a

RECOMMENDATION

Adopt a Resolution to Authorize the President to Negotiate and Execute a Second Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (**Linnet Corner**) and J.H. Fitzmaurice to Exercise the Option to Extend the Contract Term to March 19, 2027 and to Authorize the President to Amend the Scope of Work with additional services.

ATTACHMENTS

1. LC JHF Consultant Services Agreement Amendment No.2
2. Linnet Corner 2nd Amendment JHFitzmaurice Resolution

Respectfully submitted,

Jocelyn Layte, Associate Project Manager

SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this _19_ day of _August_ 2026, by and between MABUHAY AND LAKEHURST LP, a California Limited Partnership (hereinafter referred to as "MLLP") and __J.H. Fitzmaurice, Inc_, a licensed general contractor whose address is _1466 66th street, Emeryville, CA 94608_ (hereinafter referred to as "CONSULTANT") is made with reference to the following:

RECITALS:

A. On March 19th, 2026, an agreement was entered into by and between MLLP and Consultant (hereinafter "Agreement") for a not to exceed amount of _$79,626.90_ with a contract term date of September 19, 2026, unless extended by mutual agreement an additional six months to March 19, 2027.

B. On May 20, 2026, a first amendment was signed increasing the not to exceed amount to $179,626.90.

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

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

1. The term shall be extended to March 19, 2027.

2. The Scope of Services included as Exhibit A-2 to the original agreement is hereby replaced in its entirety with the amended Scope of Services attached to this amendment as Exhibit A-3.

3. The Fee Schedule included as Exhibit B-2 to the original agreement is hereby replaced in its entirety with the amended Fee Schedule attached to this amendment as Exhibit B-3.

4. Consultant confirms that all work completed to July 31st, 2026, has been invoiced and the invoices have been received by the MLLP. No late invoices that are received after the execution of this first amendment will be honored for payment for the period prior to July 31st, 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.

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

Signed by:
Kyan Hakimi
39F626F98CC44EA...

Kyan Hakimi
Vice President/PM

8/7/2026

Initial
BV

MABUHAY AND LAKEHURST LP, a California Limited Partnership

BY: ICD MABUHAY LLC, a California Limited Liability Company, Its managing general partner

By: ISLAND CITY DEVELOPMENT, a California Non-profit Public Benefit Corporation, Its sole manager

Vanessa Cooper
President of Island City Development

Sylvia Martinez
Director of Housing Development

EXHIBIT A-3
SCOPE OF SERVICES

North Housing Block A, Linnet Corner
2000 Lakehurst Circle, Alameda CA

Scope of services is as follows:

- **Atlantis Interiors Inc** to provide all labor, material, and equipment to replace old acoustic ceiling tiles with Armstrong Ultima 2x2 at offices 1125, 1130, 1130A, and 1130B only and upgrade the originally specified Armstrong Ultima #2082 Ceiling Panels to Armstrong Ultima Health Zone #1351, and install 2 additional acoustic panels for the services office.

- **Crockett Electric** to provide all labor, material, equipment to install a new dome camera in the Maintenance Office, remove all electrical devices, fixtures, smoke detectors and replace once new tile is replaced at rooms 1130, 1130B, and Per RFI response 308, add 1 outlet at kitchen sink and bathroom sink for flow stops.

- **Green Growth** to provide all labor, material, equipment to install irrigation submeters on existing irrigation lines servicing Linnet Corner, Offsites (Lakehurst Circle) and Estuary I.

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

* All work to be executed during regular working hours.

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

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

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

EXHIBIT B-3
FEE SCHEDULE

Description	Amount	Status
C-1 Acoustic Ceiling Tiles	$ 29,806.73	Completed
C-5 - Acoustic Ceiling Tile Upgrade to Health Zone	$ 2,091.97	Completed
C-6 Maintenance Room Camera Wiring	$ 4,062.17	Completed
C-8 Add Outlets at Unit Sinks	$ 39,463.76	Pending Payment
C- 10 *Acoustic Panels for Service Office* **	Not to Exceed $10,500	Fully executed C-file pending
C -11 Irrigation Submetering **	Not to exceed $22,300	Fully executed C-file pending
Contingency	$71,402.27	
Total Contract	$ 179,626.90	

*Completed status items have been paid at the time of this amendment.
** NTE items are still under review and subject to change in price. No work or expenses are to be made with out a fully executed c-file.

ISLAND CITY DEVELOPMENT

Resolution No. 2026-xxx

Adopt a Resolution to Authorize the President to Negotiate and Execute a Second Amendment to the Consultant Services Agreement between Mabuhay and Lakehurst LP (Linnet Corner) and J.H. Fitzmaurice to Exercise the Option to Extend the Contract Term to March 19, 2027 and to Authorize the President to Amend the Scope of Work with additional services.

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 August 24th, 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, ICD, through its role as sole member and manager of the general partner of Mabuhay and Lakehurst LP ("**Partnership**"), has a Consulting Services Agreement with J.H. Fitzmaurice ("**JHF**") for Construction Services dated March 19, 2026 ("**Original Agreement**");

WHEREAS, ICD has also approved a First Amendment to the Original Agreement effective May 20, 2026 to add additional scope for acoustical, electrical and other upgrades ("**First Amendment**" and together with the Original Agreement, the "**Consultant Services Agreement**");

WHEREAS, the Consultant Services Agreement grants the Partnership one option to extend the term for an additional six month period, from September 19, 2026 to March 19, 2027.

WHEREAS, Partnership has elected to exercise the option to extend the term of the Consulting Services Agreement.

WHEREAS, additional work is being requested which requires a small expansion of the scope of work and will need to be authorized by the President including creating irrigation submeters that will take additional months to complete;

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 President is Authorized to Negotiate and Execute a Second Amendment to the Consultant Services Agreement between the Partnership and JHF to Exercise the Option to Extend the Contract Term to March 19, 2027 and to Authorize the

President to Amend the Scope of Work with additional services, subject to approval as to its form by General Counsel.

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

Approved as to form

General Counsel

Adopted: _____, 2026

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

To:	Board of Directors Island City Development
From:	Radha Mehta, Management Analyst
Date:	August 24, 2026
Re:	Accept the AHA Board of Commissioners' decision to Adopt a Resolution Approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029.

BACKGROUND

As a property owner, the Housing Authority of the City of Alameda (AHA) obtains and utilizes eviction and property management counsel for its AHA affiliated sites. Under AHA's procurement policy and procedures, and in compliance with HUD guidelines, it is preferable to enter into a multi-year contract for ongoing legal services. Since ICD is an AHA affiliate, this contract would also be used for ICD multifamily operations. ICD properties would pay the costs if services are used on ICD properties.

DISCUSSION

On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services. AHA received 12 proposals from legal firms, including Nixon Peabody, LLP (Nixon Peabody). In the proposals, the firms selected the following counsel roles to provide: general counsel, fair housing counsel, real estate counsel, procurement and insurance counsel, conflict of interest counsel, housing programs counsel and property management counsel (including evictions). The evaluation committee reviewed and ranked the proposals and the firms with experience in eviction 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. Law Offices of Shelley S. Buchanan (Attorney at Law). All three firms were qualified and ranked well for the services. AHA proposes Nixon Peabody to assist with eviction counsel services on an as-needed basis, including any legal actions needed to manage or address issues at the Community Land Trusts (i.e. Regent Street Community Land Trust and Santa Clara Street Community Land Trust).

Nixon Peabody has worked with numerous public agencies, such as housing authorities, local agencies, and other public entities. The firm has extensive experience advising the governing bodies of public agencies, providing legal guidance on issues involving litigation,

settlements, compliance, and nonpayment of rent. Their local office is located in San Francisco, and they have provided legal services since 1999.
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. Nixon Peabody will not charge for travel costs, unless agreed in advance to reimburse for travel costs of an extraordinary nature. The firm does not charge for routine printing and copying, conference call service, non-express mail postage, faxing, or secretarial/word processing support.
Hourly rates for the firm are as follows:

Title	2026	2027	2028	2029	2030	2031
Partner	$915	$960	1,010	$1,060	$1,115	$1,170
Counsel/Sr. Associate	$720	$755	$795	$835	$880	$925
Jr. Associate	$665	$700	$735	$770	$810	$850

This contract was brought to the Board as AHA has other contracts and subcontracts with Nixon Peabody, LLP that exceed the AHA BOC's Executive Director’s $250,000 authority. Since ICD is an AHA affiliate, this contract would also be used for ICD multifamily operations.

FISCAL IMPACT
The Housing Authority's budget includes funding for eviction services for the current fiscal year (ending June 30, 2026) and the next fiscal year (July 1, 2026 through June 30, 2027). Future AHA budgets will incorporate sufficient funds for services rendered during the remainder of the agreement’s initial three-year term and an additional two-year term, if the AHA Board of Commissioners chooses to extend the term of the agreement. ICD properties would pay the cost if services are used on ICD properties.

CEQA
Not applicable.

RECOMMENDATION
Accept the AHA Board of Commissioners' decision to Adopt a Resolution Approving a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029.

ATTACHMENTS
1. ATTACHMENT A- Nixon Peabody- BOC Presentation
2. ATTACHMENT B- Nixon Peabody Draft Services Agreement

3. ATTACHMENT C- Nixon Peabody LLP Resolution

Respectfully submitted,
Radha Mehta
Radha Mehta, Management Analyst

Adopt a Resolution to Approve the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029.

June 17, 2026

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Agenda

- RFP Process & Timeline
- Evaluation
- Eviction Counsel Services
- Cost Proposal
- 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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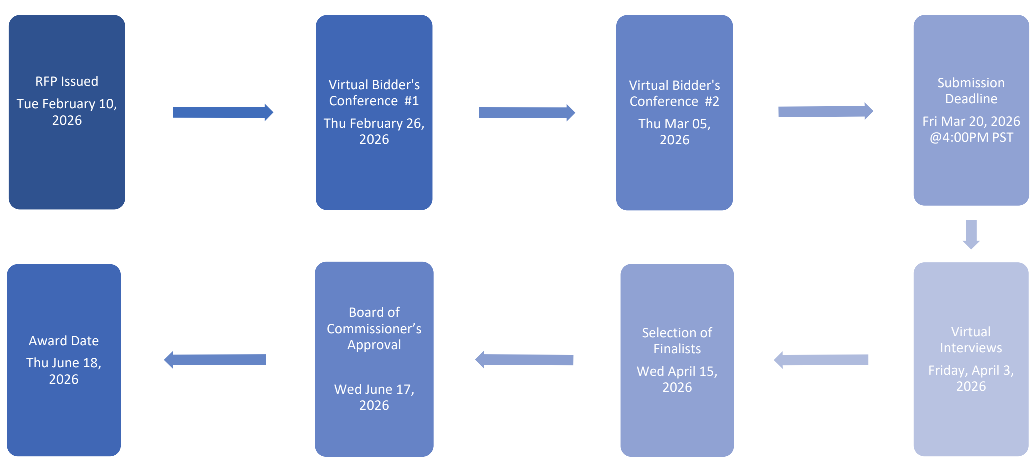
RFP Timeline



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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.
- Assistance with land lease/ HOA/homeowner related legal actions.

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Cost Proposal

Hourly rates for the firm are as follows:

Title	2026	2027	2028	2029	2030	2031
Partner	$915	$960	$1010	$1060	$1115	$1170
Counsel/Sr. Associate	$720	$755	$795	$835	$880	$925
Jr. Associate	$665	$700	$735	$770	$810	$850

Travel Fees: Nixon Peabody will not charge for travel costs, unless agreed in advance to reimburse for travel costs of an extraordinary nature.

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Questions and Answers

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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 Nixon Peabody, LLP a New York Partnership located at 1300 Clinton Square, Rochester, NY 14604 (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, 2029, 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 Seventy Five Thousand Dollars ($75,000), 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:

Ashley Klein, Partner
1 Embarcadero Ctr San Francisco, CA 94111
415.984.8390 aklein@nixonpeabody.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"

Nixon Peabody, LLP

By:__________________________

Name: Ashley Klein

Its: Partner

"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:** Counsel 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.
- Assistance with land lease/ HOA/homeowner related legal actions.

EXHIBIT B

FEE SCHEDULE

Title	2026	2027	2028	2029	2030	2031
Partner	$915	$960	$1010	$1060	$1115	$1170
Counsel/Sr. Associate	$720	$755	$795	$835	$880	$925
Jr. Associate	$665	$700	$735	$770	$810	$850

NP will not charge for travel costs, unless agreed in advance to reimburse for travel costs of an extraordinary nature. The firm does not charge for routine printing and copying, conference call service, non-express mail postage, faxing, or secretarial/word processing support. Our charges for out-of-pocket expenses represent either a direct pass-through of a cost from another party or an approximation of our own internal costs, which include no add-ons. Typical examples of out-of-pocket expenses are filing fees, express delivery charges, and electronic research. We closely monitor such expenses to be certain they are only incurred when needed.

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.

EXHIBIT D
FORM HUD-5370-C1
GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

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

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA APPROVING A CONSULTANT SERVICES AGREEMENT WITH NIXON PEABODY, LLP FOR SPECIALIZED EVICTION COUNSEL SERVICES.

WHEREAS, the Housing Authority of the City of Alameda, a public body, corporate and politic, ("Housing Authority") is permitted to transact business and exercise any power inferred pursuant to the Housing Authorities Law (Health and Safety Code Section 34200 et seq.);

WHEREAS, the Housing Authority Board of Commissioners have previously approved agreements for specialized eviction counsel services; and

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

WHEREAS, the law firm of Nixon Peabody, LLP 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; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners 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 Commissioners approve a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody, LLP for Specialized Eviction Counsel services with a maximum contract amount not to exceed $75,000 for a three-year term, with two 1-year options to June 30, 2029.

BE IT FURTHER RESOLVED that the Executive Director 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: Commissioners:

Nayes: Commissioners:

Abstain: Commissioners:

Absent: Commissioners:

1705\01\5022184.1

ATTEST:

Vanessa M. Cooper
Secretary/Executive Director

Carly Grob, Chair
Board of Commissioners

Approved as to form

General Counsel

Adopted: ______, 2026

1705\01\5022184.1

ITEM 6.A

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Nancy Gerardin, Director of Property Operations, Radha Mehta, Management Analyst
Date:	August 24, 2026
Re:	Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Constitution and Eagle, L.P. for **Rosefield Village**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $120,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Constitution and Eagle, L.P. for **Rosefield Village** and National Community Renaissance of California with a not to exceed amount of $19,320, subject to review and approval as to form by General Counsel.

BACKGROUND

The property management agreement with Asset Living (formerly known as FPI Management, Inc.), to manage Constitution and Eagle, LP (Rosefield Village) is set to expire on December 31, 2026. In anticipation of the contract expiration and to support the Agency's operational goals, the Housing Authority of City of Alameda (AHA) and its affiliated entities, including Island City Development (ICD), 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:

1. Abode Property Management
2. Aje Scott Advisor Group LLC
3. Asset Living
4. Bell Properties, Inc.
5. EBMC Real Estate and Property Management
6. Fairstead
7. Lindquist, von Husen & Joyce LLP
8. National Community Renaissance of California (HavenCORE)
9. Visionary Property Management Group
10. WSH Management

Firms Lindquist, von Husen & Joyce LLP and Aje Scott Advisor Group LLC provided qualifications for third party property management financial services, which will be reviewed at a later time. 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.

ICD has elected to proceed to negotiate with National Community Renaissance of California (HavenCORE) for property management services, and is seeking authorization to execute a contract with such selected consultant, subject to review and approval by any applicable lenders, investor, or insurance provider, and as to form by General Counsel. The contemplated contract terms shall include (i) a one-year term, with four 1-year options, and a total term not to exceed 5 years if all options are exercised, (ii) an effective date of October 1, 2026 or later if approval from one or more parties is still pending, and (iii) includes a not to exceed amount of $120,000 for the first year to include the Base Management Fee of 3.5%, compliance fee of $10 per unit per month, and accounting fee of $5 per unit per month.

DISCUSSION

Following the evaluation committee's assessment and recommendations, the interview panel proposed awarding the property management portfolio between the top two ranked firms. To facilitate the transition planning, the two proposed firms had executed Non-Disclosure Agreements (NDAs) with AHA. In June 2026, Staff informed the Board of Directors on the RFQ process and the proposed direction. Since the meeting, Staff proposes to award the LIHTC portfolio owned by ICD to the top Proposer, National Community Renaissance of California (HavenCORE).

HavenCORE is a nonprofit developer and manager of affordable housing. HavenCORE manages a diverse portfolio of over 14,000 units. HavenCORE provided the Evaluation Committee with insight on its resident-centric approach and has shown their dedication and commitment to exceeding the needs of residents by providing resources, responsiveness and community events. The Committee was also impressed by the firm’s legal compliance expertise. HavenCORE’s team consists of experts in landlord and tenant laws, fair housing regulations and strict adherence to pertinent regulations, minimizing legal risks and protecting the rights of both tenants and property owners.

Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination. HavenCORE has worked diligently with staff to coordinate the draft Property Management Agreement (PMA) and the Management Transition Addendum. The remaining property management contracts for AHA and AAHC will be brought to the AHA and AAHC Board for approval in September or possibly later.

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 prior to the contracts' expiration date. There may temporarily be overlap in operational and transitional related expenses during this period. Under their current contracts, Asset Living has a responsibility to transition the properties at the end of the contract. To initiate a staggered approach of property management transition, the Agency proposes to enter into an agreement with the new property management firm for Constitution and Eagle, LP (Rosefield Village) on October 1, 2026. Staff 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. The transition of services and the execution of the Property Management Agreement (PMA) is subject to review by lender and investor, as well as other funders.

FISCAL IMPACT

HavenCORE's Base Management fee includes 3.5% of total collections. This property has 92 total units and approximate annual collections of $2,221,942 (mainly tenant rent and HAP). The firm also proposes a mandatory add-on compliance fee of $10 per unit per month, which covers regulatory compliance oversight, and an accounting fee of $5 per unit per month to cover property-level accounting services. The approximate fee for the first year is expected to be $16,560 for compliance and accounting fees. The total annual first year cost is expected to be $120,000.

During the Transition Period, 60 to 90 days prior to the Property Management Commencement Date, a fee of $70 per unit per month (approx. $19,320 for this property) will be charged for each community. HavenCORE has also provided proposed front-line costs for staffing and administrative management costs, which are included in Attachment C-HavenCORE Fee Proposal. Due to the anticipated phased transition process between the property management companies, 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.

CEQA

Not applicable.

RECOMMENDATION

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Constitution and Eagle, L.P. for **Rosefield Village**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $120,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Constitution and Eagle, L.P. for **Rosefield Village** and National Community Renaissance of California with a not to exceed amount of $19,320, subject to review and approval as to form by General Counsel.

ATTACHMENTS

1. ATTACHMENT A - Property Management RFQ Report - ICD
2. ATTACHMENT B - HavenCORE Qualifications
3. ATTACHMENT C- HavenCORE Fee Proposal
4. Property Management Resolution - Rosefield

Respectfully submitted,

Nancy Gerardin

Nancy Gerardin, Director of Property Operations, Radha Mehta, Management Analyst

Adopt a Resolution to authorize the President to negotiate and execute the Property Management Agreements and Management Transition Addendums 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 National Community Renaissance of California for Property Management services if required by the lender, investor, or insurance provider, for a three-year term, with two 1-year options, effective October 1, 2026, or later if approval from one or more parties is still pending, and to authorize the Property Management Agreements and Management Transition Addendums between 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 National Community Renaissance of California.

AUGUST 19, 2026

Island City Development

1

Agenda

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

Island City Development

2

ICD and AHA Property Portfolio

- ICD owns five properties funded by federal housing tax credits.
- AHA and its affiliates own or control:
- 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

Island City Development

3

Property Management Contract – General

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

Island City Development

4

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

Island City Development

5

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

Island City Development

6

Recommendation for Transition of Services

The Evaluation Committee proposes the transition of management for ICD properties from Asset Living to National Community Renaissance of California (HavenCORE).

A signed Non-Disclosure Agreement (NDA) has been executed.

Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination.

The Property Management Agreement and Transition Management Addendum are currently under review by the lender and counsel and will be presented to the Board of Commissioners upon approval.

Agency anticipates initiating a phased transition prior to the existing contracts' expiration date of December 31, 2026.

There will be overlap in operational and transitional related expenses of $70.00 per unit per month during the transition period which is defined as the 60 – 90-day period prior to the Management Commencement Date

Island City Development

7

Any Questions?

NANCY GERARDIN

DIRECTOR OF PORTFOLIO OPERATIONS

Island City Development

8

PREPARED FOR:

Alameda Housing Authority
Third Party Property Management
Request for Qualifications (RFQ)

NATIONAL CORE

April 24, 2026


LEASING OFFICE
13

Letter of Interest

April 24, 2026

Housing Authority of the City of Alameda

701 Atlantic Avenue, Alameda, California 94501

Subject: Alameda Housing Authority Third Party Property Management Request for Qualifications (RFQ)

I am writing to express National Community Renaissance's keen interest in responding to the Request for Qualifications (RFQ) for property management services. With our extensive qualifications and proven track record, we believe that National CORE is well-equipped to meet and exceed the expectations outlined in the RFQ.

National CORE stands as one of the nation's largest nonprofit developers and managers of affordable rental housing. Recognized as a "best in class" provider of property management services, we offer a comprehensive range of in-house capabilities tailored to effectively manage the complexities inherent in affordable multifamily housing. We firmly believe that where you live matters, and at National CORE, we prioritize both people and place.

Our commitment to excellence is evidenced by our management of over 14,000 affordable and market-rate rental units across 200 developments nationwide, in collaboration with private and public entities. With more than 30 years of industry experience, we have honed a fully integrated approach that encompasses expertise in human resources, finance, asset management, compliance, risk management, energy and sustainability, relocation and capital improvements.

At National CORE, we understand that high-quality management and a long-term focus are instrumental in preserving the integrity of our communities and fostering environments where residents can take pride in calling home. We are dedicated to delivering exceptional service that aligns with the unique needs of each property and its residents, ensuring a positive and sustainable living experience for all.

Considering our commitment to excellence and our proven ability to deliver results, we are confident that National CORE is well-positioned to fulfill the requirements outlined in the RFQ. We look forward to the opportunity to collaborate with The Housing Authority of the City of Alameda and contribute to the success of your property management initiatives.

Thank you for considering National CORE for this partnership opportunity. Should you require any further information or clarification, please do not hesitate to contact me at (909) 204-3451 or mruane@nationalcore.org

Sincerely,

Michael Ruane

Michael Ruane
President
National Community Renaissance

Organizational and Personnel Background

Organizational and Personnel Background

National Community Renaissance (National CORE) is a prominent nonprofit organization committed to developing, acquiring, and managing affordable housing properties. With a mission centered around transforming lives and communities through high-quality affordable housing, National CORE has established itself as a leader in the field, driven by a passion for social impact and sustainable community development.

QUALIFICATIONS:

1. **Extensive Experience**: National CORE draws from decades of hands-on experience in developing, acquiring, and managing affordable housing properties. This extensive background equips the organization with invaluable insights and expertise, enabling it to navigate the intricate landscape of affordable housing development effectively.
2. **Proven Track Record**: National CORE's track record speaks volumes about its proficiency and efficacy in delivering tangible results. With more than 14,000 units developed and managed across various states, the organization has demonstrated its ability to transform communities, uplift residents, and catalyze positive change on a significant scale.
3. **Collaborative Partnerships**: National CORE recognizes the pivotal role of partnerships in driving meaningful impact. By forging strategic alliances with government agencies, financial institutions, philanthropic entities, and community stakeholders, the organization amplifies its reach, resources, and capabilities, fostering a collaborative ecosystem conducive to sustainable community development.
4. **Financial Stability**: National CORE's financial stability forms a cornerstone of its operational prowess. Equipped with a robust financial foundation and access to diverse funding sources, including public subsidies, tax credits, grants, and private investments, the organization possesses the agility and resources necessary to embark on ambitious projects and surmount financial challenges effectively.
5. **Commitment to Innovation**: National CORE remains at the vanguard of innovation, continuously exploring and implementing cutting-edge approaches, technologies, and best practices to enhance the affordability, sustainability, and livability of its housing developments. By embracing innovation, the organization drives efficiency, optimizes resource utilization, and delivers superior outcomes for residents and communities.
6. **Regulatory Compliance**: National CORE upholds the highest standards of regulatory compliance, ensuring adherence to all applicable laws, regulations, codes, and industry standards governing affordable housing development. By prioritizing compliance, the organization safeguards the rights, safety, and well-being of residents while maintaining the integrity and credibility of its operations.
7. **Award-Winning Portfolio**: National CORE's portfolio stands as a testament to its unwavering commitment to excellence. With numerous awards and accolades garnered for its outstanding achievements in design, construction, sustainability, and community impact, the organization's projects exemplify innovation, quality, and social responsibility, setting a benchmark for industry peers.

MAJOR ORGANIZATIONAL STRENGTHS:

1. **Mission-Driven Culture**: At the heart of National CORE lies a mission-driven culture that inspires and empowers its team members to effect positive change. Fueled by a shared commitment to the organization's overarching mission of transforming lives and communities through affordable housing, employees channel their passion, dedication, and expertise towards realizing this noble vision.
2. **Expertise in Affordable Housing**: National CORE's multidisciplinary team comprises seasoned professionals with specialized expertise in every facet of affordable housing development, from site selection and financial structuring to design, construction, property management, and resident services. This collective knowledge and proficiency empower the organization to execute projects with precision, efficiency, and excellence.
3. **Community Engagement**: National CORE recognizes the intrinsic value of community engagement as a catalyst for inclusive, sustainable development. By actively engaging with local residents, community leaders, advocacy groups, and other stakeholders, the organization fosters meaningful dialogue, builds trust, and solicits valuable insights to inform its decision-making processes and ensure alignment with community needs and aspirations.
4. **Sustainable Practices**: Sustainability lies at the core of National CORE's ethos, permeating every aspect of its operations. From incorporating energy-efficient design features and sustainable building materials to implementing renewable energy solutions and green infrastructure, the organization prioritizes environmental stewardship, resource conservation, and long-term sustainability in its housing developments, thereby minimizing ecological footprint and operating costs while enhancing resident comfort and well-being.
5. **Commitment to Social Equity**: National CORE remains steadfast in its commitment to advancing social equity and fostering inclusive communities where individuals of all backgrounds and circumstances have access to safe, affordable housing and opportunities for upward mobility. By proactively addressing issues of housing inequality, economic disparity, and systemic injustice, the organization seeks to create a more just, equitable society where every individual can thrive and fulfill their potential.
6. **Transparent Governance**: National CORE upholds principles of transparency, accountability, and ethical governance across all facets of its operations. Through robust governance structures, policies, and practices, the organization ensures integrity, fairness, and compliance with legal and ethical standards, fostering trust and confidence among stakeholders and safeguarding the interests of residents, investors, and partners alike.
7. **Capacity for Growth**: National CORE's expansive capacity for growth positions it as a dynamic force for positive change in the affordable housing landscape. Armed with a diverse portfolio of projects, a skilled workforce, and a proven track

record of success, the organization possesses the agility, resources, and strategic foresight to pursue ambitious growth initiatives, expand its footprint, and amplify its impact on communities nationwide.

In essence, National Community Renaissance (National CORE) stands as a paragon of excellence and innovation in the affordable housing sector, driven by a steadfast commitment to social impact, sustainability, and community empowerment. With its unparalleled qualifications, major organizational strengths, and unwavering dedication to its mission, National CORE continues to redefine the boundaries of possibility, transforming lives and communities for the better, one affordable housing development at a time.

INTEGRATED TEAM OF PROFESSIONALS

ACCOUNTING

Our Accounting Team watches over the financial solvency of our properties in order to maximize income, minimize bad debt, and maximize cash distribution to owners.

- Financial and operations auditing
- Financial reporting
- Cost containment analyses
- Strategic planning and benchmarking
- Yardi Voyager, web-based property management software and asset management solutions

ASSET MANAGEMENT

Comprehensive asset management planning, financial reviews, onsite physical and staff evaluations, debt restructuring/re-syndication, review of agency requirements and documentation plus constant communication.

- Responsible for the preservation of the physical assets
- Submit monthly, quarterly, semi-annual and annual reports
- Supervise disbursements
- Develop property watch list for under-performing properties

CAPITAL IMPROVEMENTS

Preserves the integrity of the physical platform while introducing modern touches to keep the property current and efficient.

- Interior and exterior maintenance
- Skilled maintenance staff
- Cost containment analyses
- HandyTrac Key Management System
- Focus on leasing units with minimal turn time, maximizing economic occupancy

COMPLIANCE

Maintains a service-oriented approach designed to assist owners and agents in complying with the many complex federal and state housing regulations.

- Full regulatory compliance
- Compliance certification and recertification
- Measure and evaluate site level staff
- Monitor file turnaround times
- Identify training opportunities
- Custom compliance property checklist based on the funding sources and specific compliance requirements
- Compliance monitoring audits

ENERGY AND SUSTAINABILITY

"Doing Our Part" to develop sustainable communities and implement conservation programs that maintain the health and stability of our communities.

- Turf removal and smart irrigation
- Installation of high efficiency toilets, shower heads and flow restrictors
- Installation of high efficiency front load washers
- Installation of demand control devices
- Installation of Wi-Fi controlled thermostats
- LED lighting upgrades
- Utility data tracking with WegoWise

HUMAN RESOURCES

We offer a full service HR team to provide employee relations and operational support.

- Recruitment, hiring and retention
- Compensation and benefits
- Payroll and HR systems
- Employee relations
- Performance management
- Training and development
- Safety management

PROPERTY MANAGEMENT

Experts in resident service programs, facilities management, maintenance, leasing, and compliance with affordable housing regulations allows owners and agents to place their trust in our services and achieve the highest level of resident satisfaction.

- Planning and budgeting
- Market evaluation
- Advertising, marketing and lease-up
- Resident screening
- Lease renewal negotiations
- Rent and maintenance collection
- Supervision of personnel
- Owner/resident relations
- Residential relocation

RISK MANAGEMENT

Identifies, assesses and controls threats to capital and earnings.

- Oversees contract negotiations
- Conducts vendor and contract screenings
- Mitigates safety and environmental issues
- Annual property inspections

Experience

Experience

National CORE is one of the nation's largest nonprofit developers and managers of affordable rental housing. As a "best in class" provider of property management services, National CORE offers an array of in-house capabilities to navigate the complexities of managing affordable multifamily housing.

BECAUSE WHERE YOU LIVE MATTERS

At National CORE, we believe that people and place matter. High-quality management and a long-term focus are keys to preserving the integrity of our communities and creating a place residents are proud to call home.

Here's a deeper exploration of our key strategies and strengths:

1. **Resident-Centric Approach**: National CORE's dedicated staff is deeply committed to exceeding the needs of residents. They prioritize tenant satisfaction by offering responsive maintenance services, organizing community events, and providing resources to support residents' well-being. By fostering a sense of community and actively listening to residents' concerns, they create a positive living environment for all.
2. **Performance Optimization**: National CORE is committed to maximizing rents and overall property performance. Through monthly operational reviews, they closely monitor financial metrics, occupancy rates, and maintenance costs to identify areas for improvement and implement strategic adjustments. This proactive approach ensures that properties operate at their fullest potential while maintaining affordability for residents.
3. **Stakeholder Engagement**: Regular communication with all stakeholders, including residents, local governments, investors, and community organizations, is a cornerstone of National CORE's property management strategy. By fostering transparent and open dialogue, they build trust and collaboration, enabling effective problem-solving and alignment of goals.
4. **Legal Compliance Expertise**: National CORE's team comprises experts in landlord/tenant laws and fair housing regulations. They stay abreast of the latest legal developments and ensure strict adherence to all relevant regulations, minimizing legal risks and protecting the rights of both tenants and property owners.
5. **Owner's Perspective**: With ownership of over 100 properties, National CORE understands the intricacies of property management from an owner's perspective. They prioritize long-term asset preservation and value enhancement, employing sound financial management practices and strategic decision-making to optimize returns on investment.
6. **Innovative Solutions**: National CORE continuously seeks innovative solutions to enhance property management efficiency and effectiveness. Whether through the implementation of advanced technology systems, sustainable practices, or community development initiatives, they remain at the forefront of industry best practices to deliver exceptional results.
7. **Commitment to Continuous Improvement**: National CORE's commitment to excellence extends to ongoing learning and improvement. They invest in staff training and development, leverage feedback mechanisms, and conduct regular performance evaluations to identify areas for enhancement and ensure continuous growth and success.

EXPERIENCE WITH SERVING AS A PROVIDER OF PROPERTY MANAGEMENT SERVICES

National Community Renaissance stands as a beacon of excellence in the realm of property management, a trusted steward for esteemed entities like City of Rosemead, LINC Housing, HACLA, LAHSA, Rancho Mirage Housing Authority, Palm Desert Housing Authority and the Episcopal Communities & Services. With unwavering dedication and a commitment to excellence, National CORE manages a diverse portfolio of over 14,000 units.

National CORE's partnership with it's clients underscores its reputation as a trusted ally in the realm of property management. By leveraging its expertise and innovative approach, National CORE consistently delivers exceptional results, maximizing property value and enhancing the overall community experience.

In every interaction and endeavor, National CORE embodies professionalism, integrity, and a genuine passion for creating spaces where individuals and families can flourish. Through its unwavering commitment to excellence, National CORE sets the gold standard for third-party property management, earning the admiration and trust of clients and residents alike.

The specific individual assigned to work with The Housing Authority of the City of Alameda from National Community Renaissance (National CORE) would be Courtney Richard, Senior Vice President of Property Management.

Courtney Richard has been an integral part of the National CORE team since 2012, bringing with her extensive experience in property management dating back to 2009. In her role, Courtney oversees the operations and management of National CORE's extensive portfolio of 100+ affordable housing communities and leads a team of more than 300 professionals.

Courtney's responsibilities include setting strategic goals for National CORE's largest division to address the evolving needs of the organization's expanding portfolio and new business ventures. Notably, in 2012, Courtney played a pivotal role in establishing in-house relocation services, a move that has proven to be highly successful for National CORE, generating additional revenue streams through third-party services while ensuring minimal resident hardship and compliance with regulatory requirements.

Recognized for her outstanding contributions, Courtney has received accolades from industry organizations such as the Southern California Association on Nonprofit Housing (SCANPH) and Affordable Housing Finance. She holds several certifications, including RAD Project-Based Voucher, Rental Assistance Certification, and Tax Credit Specialist. Courtney earned her Bachelor of Science in Business Administration from Cal State San Bernardino.

To maximize net income at the properties it manages, National CORE's Senior VP of Property Management conducts:

- Detailed budget development and review processes
- Monthly financial reviews with regional managers
- Quarterly in-depth reviews with CFO, controller, asset managers, and regional managers
- Ongoing monitoring and analysis by financial analyst to maximize property performance

As the Senior Vice President of Property Management, Courtney Richard would be the key liaison between National CORE and the Housing Authority of the City of Alameda, leveraging her expertise and leadership to ensure successful collaboration and the fulfillment of shared objectives.

OTHER KEY STAFF MEMBERS

In addition to Courtney Richard, the Senior Vice President of Property Management, several other individuals from National Community Renaissance (National CORE) would be involved on the property management level in collaboration with the Housing Authority of the City of Alameda. These individuals play critical roles in ensuring the effective management and operation of National CORE's affordable housing communities. They include:

1. **VP of Maintenance and Capital Improvements**: Responsible for overseeing maintenance operations and capital improvement projects across National CORE's properties, ensuring that they are well-maintained and meet quality standards.
2. **Director of Capital Improvements**: Leads the planning and execution of capital improvement projects, working closely with property managers and maintenance teams to enhance the quality and value of National CORE's properties.
3. **Director of Operations**: Manages day-to-day operational activities at National CORE's properties, including leasing, resident services, and regulatory compliance, to ensure efficient and effective property management.
4. **Director of PM Financials**: Handles financial matters related to property management, including budgeting, financial reporting, and analysis, to ensure fiscal responsibility and accountability.
5. **Director of Relocation**: Oversees relocation services, ensuring smooth transitions for residents affected by redevelopment or renovation projects while complying with regulatory requirements and minimizing disruptions.
6. **Regional Lease-up Manager**: Coordinates leasing activities and manages occupancy levels across National CORE's properties, implementing strategies to maximize rental income and minimize vacancies.
7. **Property Management Project Managers**: These professionals are responsible for overseeing specific projects or initiatives within the property management division, ensuring timely completion and successful implementation.

These individuals, along with Courtney Richard, form a cohesive team dedicated to delivering high-quality property management services in alignment with the goals and objectives of National CORE and The Housing Authority of the City of Alameda. Their collective expertise and leadership contribute to the success and sustainability of affordable housing communities in the region.

TIME REQUIRED TO BEGIN PROPERTY MANAGEMENT

National Community Renaissance (National CORE) stands ready to commence property management services with unparalleled efficiency and dedication. Our team understands the urgency of meeting the needs of our clients and their communities, and we are fully equipped to start as early as required. Whether it's ensuring seamless transitions for newly acquired properties or swiftly addressing management needs for existing ones, National CORE is committed to providing prompt and comprehensive solutions.

With a well-established infrastructure and a team of seasoned professionals, we have the capacity to mobilize quickly and initiate property management services without delay. Our extensive experience in the affordable housing sector, coupled with our proven track record of excellence, enables us to hit the ground running and deliver results from day one.

Furthermore, our commitment to client satisfaction and proactive communication means that we will work closely with stakeholders to understand their unique needs and priorities, ensuring a smooth and efficient transition to our property management services. Our goal is not just to meet expectations but to exceed them, providing exceptional service and support every step of the way.

Affirmative Action

Affirmative Action

National Community Renaissance (National CORE) embraces and upholds the principles of equal opportunity and nondiscriminatory employment practices. As a responsible and ethical organization, we are committed to creating a workplace culture that fosters diversity, equity, and inclusion at every level.

Our commitment to equal opportunity extends to all aspects of employment, including recruitment, hiring, training, promotion, compensation, and termination. We adhere strictly to all government regulations and legal requirements pertaining to nondiscriminatory employment practices, ensuring that every individual has an equal opportunity to thrive and succeed within our organization, regardless of their race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, or any other protected status.

National CORE believes that a diverse and inclusive workforce not only strengthens our organization but also enhances our ability to serve our residents and communities effectively. We actively seek to attract and retain talented individuals from diverse backgrounds, perspectives, and experiences, recognizing that diversity drives innovation, fosters creativity, and enriches our collective understanding.

Our commitment to equal opportunity is reflected in our policies, practices, and procedures, as well as in the training and education provided to our employees. We continuously monitor and evaluate our recruitment and employment practices to identify and address any barriers to equal opportunity and diversity, ensuring that our workplace remains fair, inclusive, and welcoming to all.

National Community Renaissance complies fully with all government regulations regarding nondiscriminatory employment practices and is dedicated to fostering a workplace environment where every individual is respected, valued, and empowered to reach their full potential. We are proud to be an Equal Opportunity Employer and remain steadfast in our commitment to diversity, equity, and inclusion in all aspects of our operations.

Additional Information

Additional Information

MANAGEMENT SPECIALITY

National Community Renaissance (National CORE) has extensive experience working with Low Income Housing Tax Credits (LIHTC), Home programs, Section 8 Housing Choice Vouchers (HCV), and tax-exempt bond financed properties. Here's a breakdown of our experience with each:

1. **Low Income Housing Tax Credits (LIHTC)**

   National CORE has a strong track record of developing and managing affordable housing projects utilizing Low Income Housing Tax Credits. LIHTC is a crucial tool in financing affordable housing developments, and our team has in-depth knowledge and expertise in navigating the complexities of LIHTC projects. We have successfully leveraged LIHTC to create high-quality affordable housing communities that meet the needs of low-income individuals and families.

2. **Home Programs**

   National CORE has participated in Home programs aimed at expanding access to affordable housing for low-income households. These programs provide funding for a variety of affordable housing activities, including the construction, acquisition, and rehabilitation of affordable housing units. Our experience with Home programs includes developing and managing projects that utilize Home funds to provide safe, decent, and affordable housing options for individuals and families in need.

3. **Section 8 Housing Choice Vouchers (HCV)**

   National CORE has significant experience working with Section 8 Housing Choice Vouchers, which provide rental assistance to eligible low-income individuals and families. We understand the regulations and requirements associated with the Section 8 program and have successfully partnered with local housing authorities to administer Section 8 vouchers at our affordable housing properties. Our goal is to ensure that residents have access to quality housing while receiving the support they need to maintain stable and sustainable housing situations.

4. **Tax-Exempt Bond Financed Properties**

   National CORE has developed and managed properties financed through tax-exempt bonds, which are often used to finance affordable housing projects. We have a thorough understanding of the complexities involved in structuring and financing tax-exempt bond transactions and have successfully utilized this financing mechanism to create affordable housing opportunities in communities across the country. Our experience with tax-exempt bond financing allows us to leverage available resources effectively and maximize the impact of our affordable housing developments.

   National Community Renaissance's experience with Low Income Housing Tax Credits, Home programs, Section 8 Housing Choice Vouchers, and tax-exempt bond financed properties demonstrates our commitment to creating and preserving affordable housing opportunities for individuals and families in need. We have a proven track record of success in developing and managing affordable housing projects that make a meaningful difference in the lives of residents and communities we serve.

PERSONNEL AND OWNERSHIP

A. National Community Renaissance (National CORE) prioritizes recruiting, hiring, training, developing, and retaining skilled staff as a cornerstone of our organization's success. Our approach encompasses several key principles:

   1. **Recruiting**
      - We actively seek out diverse talent pools to ensure that our workforce reflects the communities we serve.
      - National CORE employs various recruitment strategies, including job postings, career fairs, networking events, and partnerships with educational institutions and community organizations.
      - We focus on attracting individuals who are passionate about our mission of creating and managing affordable housing and who embody our core values of integrity, excellence, and compassion.

   2. **Hiring**
      - Our hiring process is thorough and transparent, ensuring that candidates are assessed based on their skills, experience, and alignment with our organizational culture.
      - We strive to create an inclusive and welcoming environment for all applicants and prioritize diversity, equity, and inclusion throughout the hiring process.
      - National CORE is committed to fair and equitable hiring practices that promote equal opportunity and access to employment for all individuals.

   3. **Training and Development**
      - National CORE invests in comprehensive training and development programs to equip employees with the knowledge, skills, and tools they need to excel in their roles.
      - We provide both on-the-job training and formal training opportunities tailored to the specific needs and career aspirations of our staff members.
      - Our training programs cover a range of topics, including property management, customer service, compliance, leadership development, and technical skills development.
      - We encourage continuous learning and professional growth through workshops, seminars, online courses, mentorship programs, and tuition reimbursement initiatives.

   4. **Retention**
      - National CORE is committed to creating a supportive and inclusive work environment where employees feel valued, respected, and empowered to contribute to our mission.
      - We prioritize employee engagement, recognition, and feedback, fostering a culture of appreciation and collaboration.
      - Our organization offers competitive compensation and benefits packages, including health and wellness programs, retirement plans, and opportunities for career advancement.
      - We recognize the importance of work-life balance and offer flexible work arrangements and employee assistance programs to support the well-being of our staff members.

5. **Performance Management**
   - National CORE implements performance management systems to set clear expectations, provide regular feedback, and recognize and reward high performance.
   - We encourage open communication and dialogue between employees and supervisors to address challenges, identify growth opportunities, and support career development aspirations.
   - Our performance management processes are designed to promote accountability, transparency, and continuous improvement across all levels of the organization.

We believe that investing in our workforce is essential to achieving our mission of creating and managing affordable housing that enhances the quality of life for individuals and families in our communities.

B. National Community Renaissance (National CORE) is deeply committed to promoting equal opportunity and fostering diversity, equity, and inclusion in all aspects of our operations, including employment, contracting, purchasing, and beyond. Our policies and procedures reflect this commitment and are designed to ensure fairness, transparency, and non-discrimination in all interactions with employees, contractors, vendors, and partners.

1. **Equal Opportunity in Employment**
   - National CORE strictly prohibits discrimination in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, or any other characteristic protected by applicable laws and regulations.
   - We adhere to all federal, state, and local laws governing equal employment opportunity and affirmative action, including Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA).
   - Our recruitment, hiring, promotion, compensation, and other employment-related practices are conducted without regard to protected characteristics, and all employment decisions are based solely on merit, qualifications, and job-related criteria.

2. **Contracting and Purchasing**
   - National CORE promotes fair and open competition in contracting and purchasing processes and seeks to provide equal opportunities for businesses of all sizes, including minority-owned, women-owned, veteran-owned, and small businesses.
   - We actively seek out diverse suppliers and contractors and encourage their participation in our procurement processes through outreach efforts, supplier diversity programs, and partnerships with diverse business organizations.
   - Our procurement procedures prioritize the selection of vendors and contractors based on their qualifications, capabilities, and value proposition, rather than factors unrelated to the quality of goods or services provided.
   - National CORE is committed to fostering strong, collaborative relationships with our suppliers and contractors, based on mutual respect, integrity, and accountability.

3. **Training and Awareness**
   - National CORE provides training and education to employees, contractors, and vendors on equal opportunity principles, non-discrimination policies, and best practices for promoting diversity and inclusion in the workplace.
   - We encourage open dialogue and communication regarding equal opportunity issues and strive to create a culture of respect, understanding, and acceptance among all members of the National CORE community.
   - Our organization regularly reviews and updates our policies and procedures to ensure compliance with applicable laws and regulations and to address emerging issues and best practices related to equal opportunity and diversity.

4. **Compliance and Accountability**
   - National CORE maintains robust systems for monitoring, evaluating, and enforcing compliance with equal opportunity policies and procedures.
   - We investigate and address complaints of discrimination, harassment, or other violations of equal opportunity principles promptly and impartially, taking appropriate corrective action as necessary.
   - Our commitment to equal opportunity is integral to our organizational values and is reflected in our leadership's unwavering dedication to upholding the highest standards of integrity, fairness, and ethical conduct.

We are committed to creating a culture of inclusivity where all individuals are treated with dignity, respect, and fairness, and where everyone has the opportunity to thrive and succeed.

LEADERSHIP

MICHAEL M. RUANE
President

Michael M. Ruane, National CORE's President, leads the development of program and business strategies for the organization and is responsible for overseeing all operating departments. Previously, Mr. Ruane served in a variety of leadership positions in Orange County, including Chief of Strategy and Public Affairs of CalOptima, Executive Director of the Children and Families Commission, Assistant County Chief Executive Officer and Director of the Environmental Management Agency. Mr. Ruane is a graduate of the University of California, Irvine, and earned a master's degree from the UCLA Graduate School of Architecture and Urban Planning. Mr. Ruane is the Immediate Past Chair of the Orange County/Inland Empire District Council of the Urban Land Institute and is the Jury Chair for the 2016 HUD Innovation in Affordable Housing national design and planning competition.

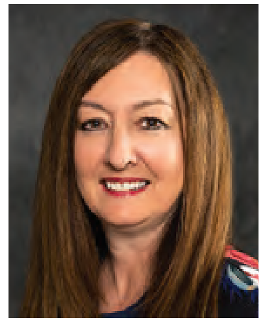
ROBERT DIAZ
Executive Vice President & General Counsel

Robert Diaz is National CORE's Executive Vice President and General Counsel. Robert drives organizational growth and works to develop National CORE's infrastructure to maximize our team's effectiveness and efficiency in pursuit of our mission.

Robert joined National CORE in 2017 as its General Counsel and previously served as Chief Administrative Officer before assuming his current responsibilities. Prior to joining National CORE, Robert served in various capacities as an attorney in the areas of debt finance, corporate governance, banking regulations, mergers and acquisitions and general corporate law. Robert has also focused on the development and implementation of corporate controls and structure and has significant experience in large-scale regulatory remediation efforts in the financial industry.

Robert graduated from the University of Chicago Law School and received his B.S. degree in Business Administration from Chapman University. He was commissioned as an officer in the United States Army Reserve and served as a member of the Army's JAG Corps for 15 years.

EXECUTIVE TEAM



DORETTA "DORRIE" BRYAN
Senior Vice President Of Operations

Dorrie Bryan began her career with National CORE in 1995 as the Executive Assistant to our Founder and CEO. After graduating from the University of California Riverside Human Resources Certificate Program in 1999, Dorrie was promoted to Vice President of Human Resources and Operations. In her current role, she is responsible for planning, developing, implementing, administering, and budgeting for all areas of employment, compensation, benefits, training, employee relations, legal compliance, affirmative action, and health and safety programs, for National CORE's 400+ employees. Other professional affiliations include Professionals in Human Resources Association and the Society of Human Resources Management.

ALYSSA COTTER
Executive Director, Hope through Housing Foundation

Alyssa Cotter is a fundraising professional with more than 15 years of experience in nonprofit, higher education and local government settings. As Vice President for the Hope through Housing Foundation, she oversees the day-to-day operations and strategic focus of the Foundation. In her five years with Hope through Housing, Alyssa has been instrumental in building strategic partnerships and strong financial support from the community through numerous initiatives, including the creation of the Women of Hope affinity group, the launch of the Building Bright Futures Scholarship program for high-school graduates and adult learners as well as successfully raising more than $5 million to support resident programs in California, Texas and Florida. Previously, she coordinated individual giving, corporate/private foundation relations and large-scale special events. Before joining Hope through Housing, Alyssa served as director of development at the Inland Empire United Way and as director of constituent and scholarship programs for the UCR Alumni Association.

Alyssa earned her bachelor's degree in business management and master's degree in public administration from California State University, San Bernardino. Alyssa serves as incoming chair of the Board of Directors for the Association of Fundraising Professionals, Inland Empire Chapter.

KEVIN LIM

Chief Financial Officer

Kevin Lim is the Chief Financial Officer at National CORE, where he leads efforts to strengthen the organization's financial strategy, planning and performance. He is responsible for aligning financial operations with organizational goals, supporting enterprise-wide decision-making and ensuring long-term fiscal sustainability.

With more than 20 years of experience across real estate, supply chain and corporate finance, Kevin brings a strategic, data-driven approach to his work. He is focused on building a strong financial foundation – establishing clear roadmaps, enhancing internal systems and ensuring that financial strategy drives lasting impact across National CORE's communities and partnerships.

Kevin holds a Master of Science in Finance from Claremont Graduate University and dual bachelor's degrees in information & computer science and economics from the University of California, Irvine. He is a Certified Treasury Professional and holds certifications in Six Sigma and Leadership.

CHRIS KILLIAN

Senior Vice President of Construction

Chris Killian, Senior Vice President of Construction, began his career at National CORE in 2004 as an onsite Construction Superintendent and has held various positions within the organization, including Construction Manager and Vice President of Estimating. During his tenure with National CORE, he has been responsible for the construction and renovation of more than 1,240 apartment units, valued at approximately 215 million dollars. Prior to joining National CORE, Chris spent five years with the Fontana Unified School District, where as a Project Manager he was involved in the construction of four new schools with a total value of 103 million dollars. He also was responsible for the coordination of infrastructure and installation of numerous modular facilities during his time with the school district. Chris has a BS from the University of Redlands, and has taken course work in construction and supervision from Riverside Community College. He is a licensed General Contractor(B) in the State of California.

COURTNEY RICHARD

Senior Vice President of Property Management

Courtney Richard, Senior Vice President of Property Management, has been a member of the National CORE team since 2012 and has worked in property management since 2009. In her role, she oversees the operations and management of National CORE's 100+ affordable housing communities and a team of more than 300. She is responsible for setting strategic goals for National CORE's largest division to meet the growing needs of National CORE's expanding portfolio and new business lines.

In 2012, Courtney was instrumental in bringing relocation services in-house. Under her leadership, the team has launched a lucrative business line for National CORE, offering third-party services. Her unique approach to relocation minimizes resident hardship and provides consistent communication with residents while complying with mandated regulations.

Courtney has been recognized for her accomplishments by the Southern California Association on Nonprofit Housing (SCANPH) and Affordable Housing Finance. She holds multiple certifications, including RAD Project-Based Voucher, Rental Assistance Certification and Tax Credit Specialist. She graduated from Cal State San Bernardino with a Bachelor of Science in Business Administration.

JILL VAN BALEN

Senior Vice President of Marketing And Communications

Jill Van Balen began her career with National CORE and Hope through Housing in 2001 as the Executive Assistant for the Founder and CEO. Since then, Jill has held several positions within the organization, including Marketing and Fund Development Manager, Manager of Corporate Affairs and Grant Writer. In her current capacity, she is responsible for all corporate and business group branding, marketing and public relations to promote, enhance and grow the brands of National CORE and Hope through Housing.

Active in her community, Jill is the Past President of the Board of Directors for the Association of Fundraising Professionals Inland Empire Chapter, she also serves on the Board of Directors for the Purple Hearts and on the Board of Directors' Fundraising Committee for OPARC. She received her Bachelor of Arts Degree in Communications/Marketing from Virginia Polytechnic Institute and State University in Blacksburg, Virginia.

ALEXA WASHBURN
Chief Development Officer

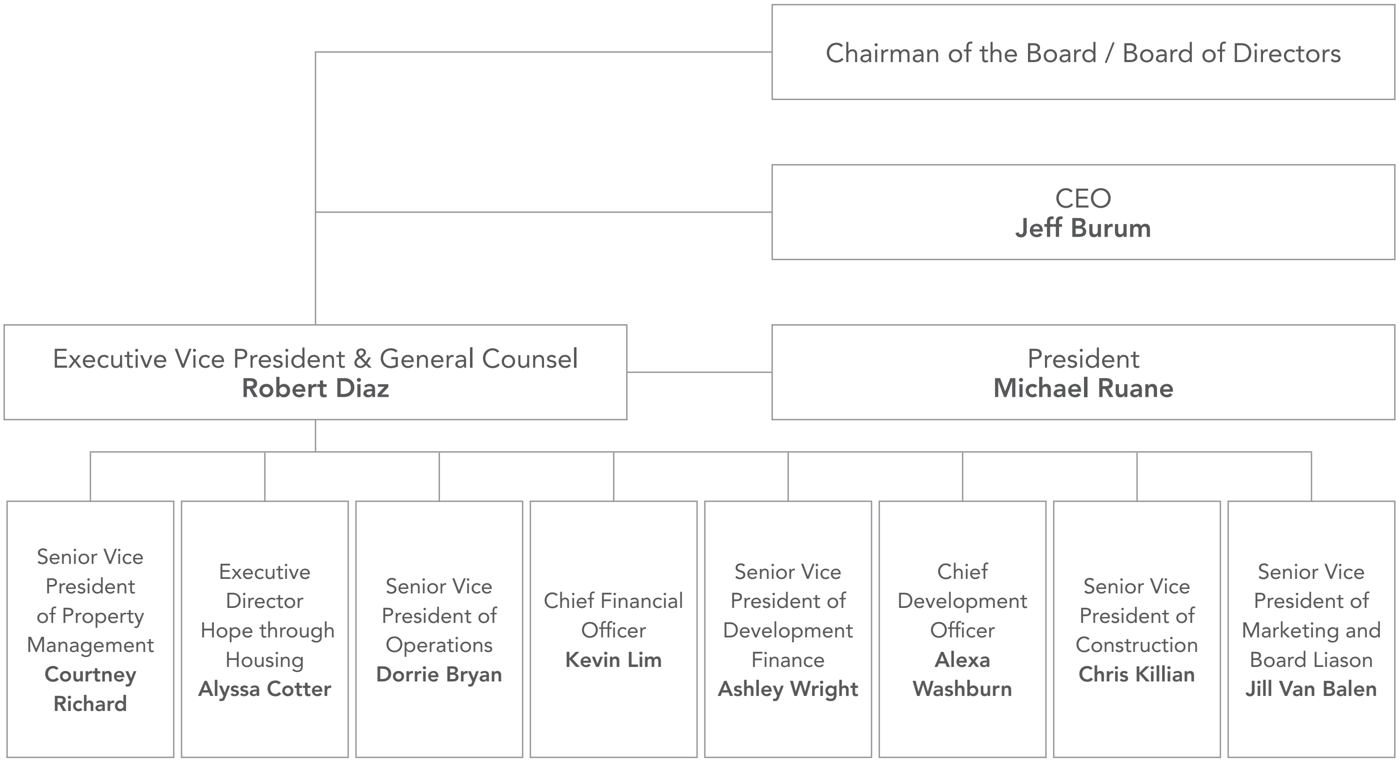
Alexa Washburn is the Chief Development Officer for National CORE. As an affordable housing developer and public agency program manager, Alexa has managed, prepared and implemented a variety of community development projects over her 20 year career. Her projects have been recognized with 12 awards from the American Planning Association and Southern California Association of Governments. She applies her creative land planning, design solutions, and in-depth understanding of progressive policy and implementation strategies to effectively enhance the feasibility, livability, and sustainability of National CORE's communities. Alexa is responsible for acquisitions, forward and advanced planning, environmental, entitlements, and community outreach. She also established National CORE's consulting practice, providing consulting services to public and private sector clients.

Alexa is an advanced professional in LEED Neighborhood Development (LEED AP ND), and has earned a certificate from UCLA in Affordable Housing Development, bachelor's degrees in urban planning, geography and environmental studies, and a Master's degree in public policy & administration.

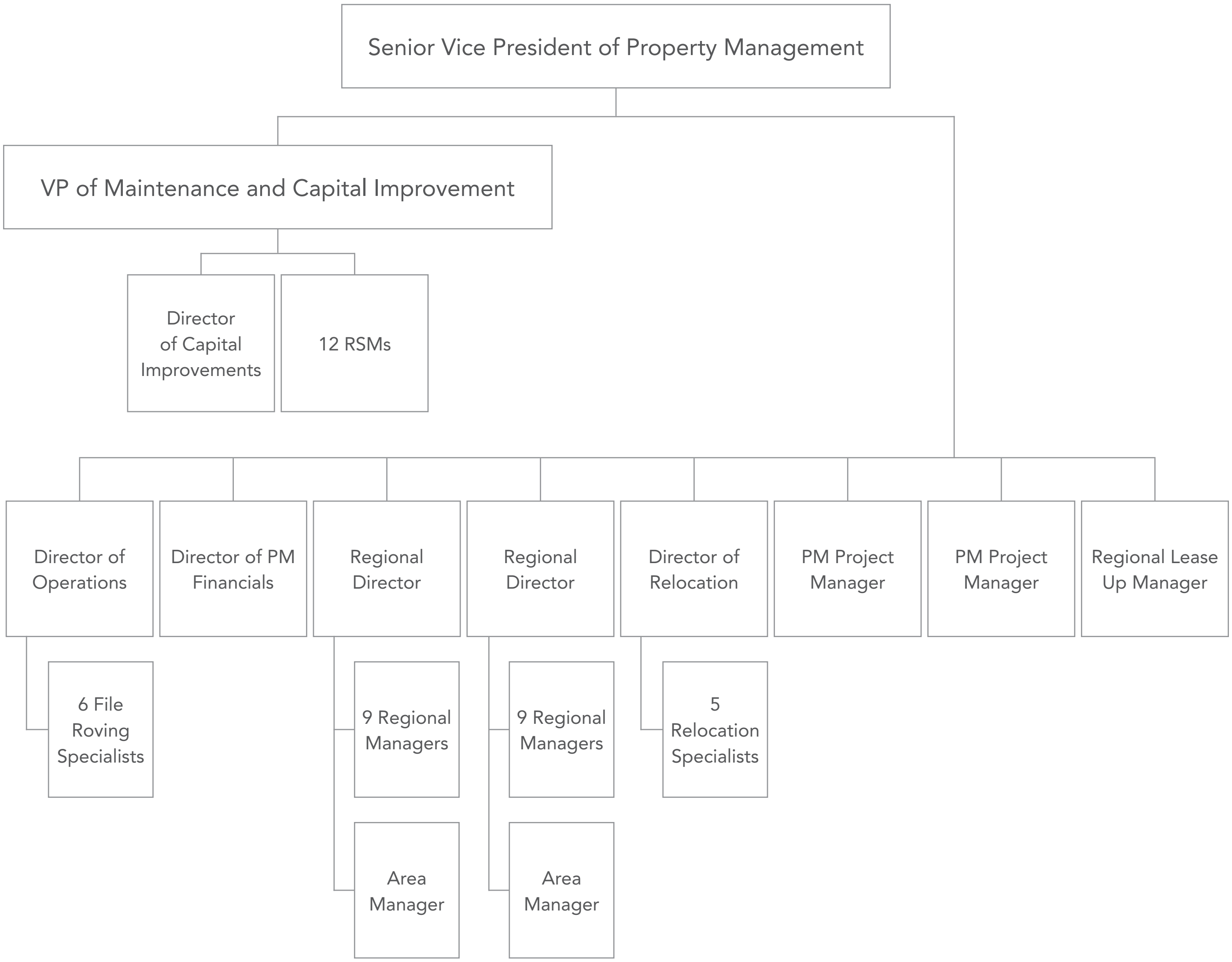
ASHLEY WRIGHT
Senior Vice President of Development

In his role as Senior Vice President, Ashley Wright oversees all development activities for the organization. He has more than 25 years of experience in real estate finance and housing development. His knowledge includes entitlement, project management, development and construction of multifamily rental housing, for sale housing and commercial. He is proficient with numerous market-rate and affordable housing financing sources such as low-income housing tax credits, various state and federal programs, tax-exempt bonds, private equity and conventional financing. Ashley graduated from the California State Polytechnic University, Pomona, with a focus in finance, real estate and law.

ORGANIZATIONAL CHART OF LEADERSHIP



ORGANIZATIONAL CHART OF PROPERTY MANAGEMENT



OPERATION POLICIES

NATIONAL COMMUNITY RENAISSANCE'S APPROACH

1. **Maintenance**: National CORE prioritizes proactive and responsive maintenance to ensure properties are well-maintained and residents' needs are promptly addressed. This includes routine inspections, timely repairs, and a focus on preventive maintenance to minimize future issues.

   Example: Implementing a predictive maintenance program using data analytics and technology to anticipate equipment failures and address them before they occur, thereby reducing downtime and maintenance costs.

2. **Resident Services and Relations**: National CORE is dedicated to providing comprehensive resident services to enhance quality of life and foster a sense of community. This may include educational programs, social activities, and access to support services tailored to residents' needs. Additionally, maintaining open communication channels and addressing concerns promptly are vital for positive resident relations.

   Example: Establishing partnerships with local organizations to offer job training, financial literacy workshops, and wellness programs tailored to residents' interests and needs.

3. **Marketing**: National CORE employs strategic marketing initiatives to attract and retain residents, emphasizing the unique features and benefits of each property. This may involve targeted advertising campaigns, community outreach efforts, and leveraging digital platforms to reach prospective residents.

   Example: Launching a digital marketing campaign highlighting the affordability, amenities, and community atmosphere of properties to attract potential tenants from diverse backgrounds.

4. **Strategic Planning**: National CORE engages in comprehensive strategic planning to set clear goals and objectives for property management, aligning with broader organizational objectives. This involves analyzing market trends, assessing community needs, and identifying opportunities for growth and improvement.

   Example: Developing a long-term strategic plan for property portfolio expansion, identifying target markets and acquisition opportunities that align with National CORE's mission and vision.

5. Management Review: National CORE conducts regular management reviews to evaluate performance, identify areas for improvement, and ensure alignment with organizational goals. This involves analyzing key performance indicators, soliciting feedback from stakeholders, and implementing strategies to enhance efficiency and effectiveness.

   Example: Implementing a quarterly performance review process where property managers and team members discuss accomplishments, challenges, and opportunities for growth, fostering a culture of accountability and continuous improvement.

PROGRAM COMPLIANCE

National CORE prioritizes compliance with all applicable housing programs, including LIHTC (Low-Income Housing Tax Credit), HOME Investment Partnerships Program, Section 8, and tax-exempt bond regulations. This involves thorough understanding of program requirements, meticulous record-keeping, and adherence to reporting deadlines.

ROUTINE AND PREVENTIVE MAINTENANCE

National CORE emphasizes the importance of both routine and preventive maintenance to ensure properties remain in optimal condition. Routine maintenance involves regular inspections and repairs to address day-to-day issues, while preventive maintenance focuses on proactive measures to prevent major breakdowns and extend the lifespan of equipment and facilities.

PUBLIC RELATIONS AND CRISIS MANAGEMENT

National CORE recognizes the significance of public relations and crisis management in maintaining a positive public image and addressing emergencies effectively. This includes proactive communication with stakeholders, media relations strategies, and preparedness planning to mitigate risks and respond swiftly to crises.

ESSENTIAL PROJECT OPERATIONS SUGGESTIONS

- Prioritize resident satisfaction and engagement through comprehensive resident services and proactive communication.
- Invest in ongoing training and professional development for staff to ensure they have the skills and knowledge needed to excel in their roles.
- Foster strong partnerships with local organizations, government agencies, and community stakeholders to leverage resources and support community development initiatives.
- Embrace innovation and technology to streamline operations, enhance efficiency, and improve resident experiences.
- Maintain strict compliance with regulatory requirements and housing program guidelines to safeguard financial stability and uphold ethical standards.

FINANCIAL & ACCOUNTING

ACCRUAL ACCOUNTING

National Community Renaissance (National CORE) has extensive experience with accrual accounting. We generate accrual accounting statements using industry-standard accounting software such as QuickBooks, Yardi, or similar platforms. These software solutions allow for accurate recording of revenue and expenses when they are incurred, regardless of when cash transactions occur. This method provides a more comprehensive and accurate picture of financial performance over time.

CHART OF ACCOUNTS

Our team is proficient in adapting accounting statements to align with specific chart of accounts requirements, including those set forth by The Housing Authority of the City of Alameda. We have the capability to generate accounting statements using The

Housing Authority of the City of Alameda's chart of accounts or any other customized chart of accounts as necessary to meet the reporting needs of our clients and regulatory authorities.

ELECTRONIC POSTING

National CORE is equipped to deliver accounting statements and reports electronically. We utilize secure online portals, email communications, and electronic document management systems to efficiently distribute accounting statements and reports to clients, stakeholders, and team members. This ensures timely delivery of financial information while reducing paper waste and administrative burden.

BUDGETING PROCEDURES:

National CORE implements robust budgeting procedures to ensure effective budget control for each site under management. Our approach involves the following steps:

- Comprehensive Analysis: We conduct a thorough analysis of historical financial data, market trends, and property-specific factors to establish realistic budget targets.
- Stakeholder Involvement: We collaborate with property owners, investors, and other stakeholders to develop budgets that align with their financial goals and objectives.
- Expense Monitoring: We closely monitor expenses throughout the budget period, tracking variances and identifying areas where costs can be contained or reduced.
- Performance Reviews: Regular performance reviews are conducted to assess budget adherence and identify opportunities for efficiency improvements.
- Continuous Improvement: We continuously evaluate and refine budgeting procedures to maximize efficiencies and contain costs, leveraging technology and industry best practices to optimize financial performance.

By implementing these budgeting procedures, National CORE strives to ensure that each site operates within its financial means while delivering high-quality services and maintaining the long-term sustainability of the property.

PORTFOLIO EXPERIENCE

Please see following pages.

FURTHERANCE OF NATIONAL CORE'S MISSION

MANAGEMENT OF A PROPERTY CATERING TO A CHALLENGING RESIDENT POPULATION

National Community Renaissance (National CORE) has successfully managed properties catering to challenging resident populations, including those in need of Permanent Supportive Housing (PSH).

Example: National CORE manages a property that provides PSH to individuals experiencing chronic homelessness, mental health issues, and substance abuse disorders. The challenging population presented complex needs requiring a comprehensive approach to management.

TECHNIQUES USED

1. Collaborative Partnerships: National CORE partnered with local social service agencies, healthcare providers, and community organizations to provide wraparound services such as case management, counseling, and access to healthcare.
2. On-Site Support Services: The property offered on-site supportive services, including counseling sessions, life skills workshops, and substance abuse treatment programs, tailored to the unique needs of residents.
3. Trauma-Informed Care: National CORE implemented trauma-informed care practices to create a safe and supportive environment for residents, recognizing the impact of past trauma on behavior and well-being.
4. Resident Engagement: The property facilitated resident engagement through regular community meetings, resident councils, and social activities, empowering residents to take ownership of their living environment and fostering a sense of belonging.
5. Staff Training: National CORE provided specialized training to property management staff on managing challenging populations, including conflict resolution, de-escalation techniques, and empathy-driven communication.

Through these techniques, National CORE successfully managed the property, improving resident outcomes, enhancing community stability, and promoting self-sufficiency among residents.

TYPES OF POPULATION SERVED AND MANAGEMENT TECHNIQUES

National CORE has served a diverse range of populations, including families, seniors, individuals with disabilities, veterans, and individuals experiencing homelessness. The management techniques employed vary based on the specific needs of each population but may include:

Tailored Support Services: Offering on-site support services tailored to the unique needs of each population, such as childcare, transportation assistance, and health and wellness programs.

Culturally Competent Care: Providing culturally competent care and services that respect the diversity and backgrounds of residents, including language-specific support and culturally sensitive programming.

Accessibility Features: Implementing accessibility features and accommodations to ensure that properties are inclusive and accessible to individuals with disabilities.

Community Building: Facilitating community-building activities and events to foster connections among residents, promote social cohesion, and create a sense of belonging.

Housing First Approach: Embracing a Housing First approach that prioritizes providing stable housing as a first step toward addressing other needs, such as employment, healthcare, and social integration.

By employing these techniques, National CORE effectively manages properties, promotes resident well-being, and contributes to the overall success of communities.

LIST OF REFERENCES

Lily Valenzuela
Director of Community Development
City of Rosemead
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Belinda Lee
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Community Preservation Partners
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Eric Chang
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Housing Authority of the City of Los Angeles
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NATIONAL CORE

PERMANANENT SUPPORTIVE HOUSING (PSH)

9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730
www.nationalcore.org

Together, we transform lives and communities

Supportive Housing Management Experience & Qualifications

National Community Renaissance (National CORE) brings extensive experience in the management of supportive housing communities serving a wide range of special needs populations, including seniors, individuals and families experiencing homelessness, and residents living with chronic health conditions and mental illness.

With a portfolio spanning thousands of affordable housing units across California and Texas, National CORE has developed and managed numerous Permanent Supportive Housing (PSH) communities in partnership with public agencies, housing authorities, and service providers. Our approach integrates high-quality property management with coordinated, on-site supportive services to promote long-term housing stability and improved resident outcomes.
Through our affiliated nonprofit, Hope Through Housing Foundation, we provide robust resident services tailored to each community's needs. These services include case management coordination, health and wellness programming, workforce development, and connections to community-based resources. This integrated model ensures that residents not only maintain housing, but also have the tools and support necessary to thrive.

National CORE's team has deep expertise in Housing First principles, regulatory compliance—including LIHTC, HOME, and project-based vouchers—and trauma-informed property management practices. Our experience includes successfully stabilizing new lease-ups, transitioning properties with vulnerable populations, and maintaining high occupancy and retention rates across supportive housing portfolios. This combination of operational expertise, mission alignment, and service integration positions National CORE as a trusted partner in delivering high-quality supportive housing that meets the complex needs of diverse resident populations.

Integrated PSH Model & Performance
National CORE and Hope Through Housing lead with a mission-driven, fully integrated approach to Permanent Supportive Housing—combining development, property management, and resident services to deliver long-term stability and life-changing outcomes. Our results reflect the strength of this model and the collective efforts of our teams, partners, and communities.

Key Performance Metrics

- **95.3% Retention Rate (HUD Standard)**
  - Excludes deaths, transitions to higher care, and relocations
  - Focused on long-term housing stability
- **87.1% Retention Rate (All Exits)**
  - Includes all resident transitions
  - Reflects full population movement, including aging and care-based relocations

Result: Exceptional housing stability for high-need populations

Portfolio Growth & Reach

- 829 PSH households currently served
- 32 communities across the National CORE portfolio
- 412 additional households in development

Innovation & Resident-Centered Services
Hope Through Housing continues to expand its impact through the "Unlocking Opportunities"

Initiative, which focuses on:
- Individualized care and resident-centered services
- Proven models for recovery, resilience, and well-being
- Long-term pathways toward independence and stability

Who We Serve
Our PSH communities support individuals and families with complex needs, including:
- Formerly homeless individuals and families
- Veterans
- Adults with developmental disabilities
- Transitional-age youth exiting foster care

Through strong partnerships, National CORE and Hope Through Housing extend their reach and deepen community impact.

Leadership Spotlight

AJ Galka, Ed.D.
Assistant Vice President, Operations & Supportive Housing
A nationally recognized leader with more than 23 years of experience, AJ Galka designs, launches, and evaluates supportive housing and service models serving seniors, veterans, individuals experiencing chronic illness, and those exiting homelessness. She brings a data-driven, mission-aligned approach focused on ensuring housing solutions are:

- Operationally sound
- Fiscally sustainable
- Responsive to the needs of vulnerable populations

Her experience spans nonprofit, healthcare, and public-sector systems—guiding developments from concept through stabilized operations. AJ has led large-scale site launches, evaluated housing at a systems level, and specializes in integrating co-located supportive services.

She holds advanced degrees in social work and psychology, earned her doctorate in 2020, and is a graduate of the UCLA Anderson School of Management's Affordable Housing Development Program.

TCAC Experience Compliance

National CORE meets the TCAC maximum experience point criteria as outlined in TCAC Attachment 22 – Management Company Experience. Our submission demonstrates management of more than eleven (11) qualifying projects for a period exceeding three (3) years, including at least two (2) California LIHTC properties, in accordance with TCAC Regulations Section 10325(c)(1)(B).

National CORE is not utilizing any alternate forms of demonstrating experience under this section, as the standard criteria for maximum points have been fully satisfied through the documented project history provided.

HCD Supportive Housing Experience Compliance

National CORE meets the maximum Supportive Housing Management Experience requirements as outlined in the 2021 MHP Guidelines, Section 7302, Article 2 (A)(e)(5)(C) and (f)(1)–(2). Through its extensive portfolio of Permanent Supportive Housing and affordable housing communities, National CORE demonstrates qualifying experience in the management of supportive housing serving special needs populations, including individuals experiencing homelessness and those requiring ongoing supportive services. Our experience includes long-term operation and stabilization of such communities, integration of supportive services, and compliance with applicable regulatory requirements.

No alternate forms of demonstrating experience are being utilized, as National CORE satisfies the criteria for maximum points based on its established portfolio and operational history.

References

Housing Provider Reference
AJ Galka, Ed.D.
Assistant Vice President, Operations & Supportive Housing
Hope Through Housing Foundation
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Rancho Cucamonga, CA 91730
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Housing Provider Reference
Katie Hill
Chief Executive Officer
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Public Agency Reference
Marcus Cannon
Deputy Director, Forensics / Public Guardian / Housing
Riverside University Health System – Behavioral Health
10281 Kidd Street
Riverside, CA 92503
Phone: (951) 955-7663
Email: mcannon@ruhealth.org

Supportive Housing Project List:

Project Name and Address	Owner	Service Provider (s)	# of units	# of SH units	Housing Type: SN, Senior, Family, etc.	# of months serving	Housing First?	Funding source requiring Housing First (e.g. NPLH, 9%, SHP)	Were units occupied by people experiencing Homelessness, with on-site Comprehensive Case Management Services?
Greenbrier Village 563 Greenbrier Drive, Oceanside	National CORE	HTHF, Interfaith, NPLH,VASH, BHS	78	39	Family	2024	Y / N	9%	Y / N
Vista del Puente 1436 S 40th St. San Diego	National CORE	Townspeople	52	38	Family	2018	Y / N	CSH	Y / N
San Ysidro Village 517 W San Ysidro Blvd San Diego	National CORE	HTHF, Father Joes Casa Familiar, PACE, SY Health	51	50	Family	2020	Y / N	BHS	Y / N
Nestor Senior Village 1120 Nestor Way San Diego	National CORE	HTHF, Father Joes Casa Familiar, PACE, SY Health	74	73	Senior	2024	Y / N	NPLH	Y / N
Cathedral Palms 31750 Landau Blvd Cathderal City	National CORE	Riverside Behavioral Health and HTHF	224	68	Senior	2021	Y / N	HOME	Y / N
Legacy Square 301 E. Santa Ana Blvd. Santa Ana	National CORE	MERCY HOUSE and HTHF	93	33	Family	2023	Y / N	NPLH	Y / N
Las Dahlias 4655 E 3rd St. Los Angeles	National CORE	PATH and HTHF	78	39	Family	2024	Y / N	NPLH	Y / N

SUPPLEMENTAL

QUESTIONS

9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730
www.nationalcore.org

Third Party Property Management Request for Qualifications (RFQ)
Supplemental Questions

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1. **Please state all the accounting and business management software system(s) your company would utilize for this contract (e.g. accounting, compliance, leases, document storage, background checks and collections reporting). If you are not using Yardi for all functions, please state what systems are used for which function. Also please state if you are willing to switch to Yardi or to operate within AHA's Yardi database.**

   National Community Renaissance utilizes Yardi as its primary platform for all core property management functions, including accounting, compliance, leasing, resident management, reporting, and collections. For document storage, file sharing, and internal collaboration, we utilize Microsoft OneDrive and Microsoft SharePoint, which allow for secure, organized, and accessible file management across teams. National Community Renaissance is fully capable of operating within a client's existing Yardi environment and is willing to transition to or work within Yardi as required by the Alameda Housing Authority.

2. **Provide resumes or bios of the 3-4 primary contact/s (Regional Manager, VP, CFO, broker, relationship manager for portfolio etc.) for AHA portfolio. (Write this as if the contract were to be assigned today - we recognize that this is based on the best information available at this time and could change).**

   Bios for the primary contacts assigned to the Alameda Housing Authority (AHA) portfolio are provided in the previous section of this RFQl and include key members of National Community Renaissance's leadership team, such as the Executive Vice President, Chief Financial Officer, and Senior Vice President of Property Management.

   If awarded, the AHA portfolio would be supported by this executive leadership group in addition to a dedicated Regional Director, Regional Manager and property management team. These individuals collectively bring extensive experience in affordable housing operations, financial oversight, compliance, and portfolio management.

   The proposed team structure reflects our current best understanding of staffing assignments and is subject to refinement based on final contract scope, onboarding needs, and collaboration with AHA to ensure the most effective operational support.

3. **Provide a brief description of other key subject matter experts within the firm available to provide support to AHA. This might include the firm's experts in areas such as LIHTC and program compliance, financial management, marketing, maintenance and capital planning and refinancing/syndication.**

A detailed response to this question, including descriptions of key subject matter experts in areas such as LIHTC compliance, financial management, marketing, maintenance, capital planning, and refinancing/syndication, is provided within the submitted RFQ.

4. **Provide the broker's name and license number. If you also have a corporate broker number, please include that as well. All proposers must meet California DRE requirements for third party fee management of properties. Describe how the broker exercises control over the site staff to ensure compliance.**

National Community Renaissance of California is a licensed real estate corporation based in Rancho Cucamonga, California. We hold California Department of Real Estate (DRE) license number 01931039, originally issued on April 11, 2013. Our license is currently Active and valid through July 10, 2026.

Mailing Address:
9692 Haven Ave, Suite 100
Rancho Cucamonga, CA 91730

We operate under a Real Estate Corporation license, which authorizes us to perform real estate services on behalf of our clients. In accordance with DRE requirements, we designate a licensed individual broker to act on our behalf.

Designated Broker / Officer:, Dwight Anthony Mize
License Number: 00952954

Broker Oversight & Compliance Controls
Our designated broker exercises control over site staff and operations through established policies, procedures, and oversight protocols to ensure compliance with California DRE requirements. This includes supervision of leasing and management activities, adherence to trust accounting standards, verification of staff licensing and training, and ongoing review of operational and financial practices.

This structure ensures that all property management activities are conducted in full compliance with applicable state regulations for third-party fee management.

5. **Provide a company ownership and organizational chart. Proposers should indicate clearly if certain services (e.g. bookkeeping, compliance, HR) are currently carried out (or will be carried out) by a third party and include the name and location of the third party and an explanation of how those services are managed.**

A company ownership and organizational chart has been provided in response to the RFQ. All core services, including bookkeeping, compliance, and human resources, are performed in-house.

6. **Indicate whether you are applying to manage all or part of the portfolio and if partial, please indicate which properties.**

   We are proposing to manage the full portfolio as outlined in the RFQ.

7. **If applying to manage the Permanent Supportive Housing units, please provide a brief description of your qualifications and experience to include the name, location, property size, and years of management of similar properties,. Please see Appendix D.**

   Please refer to the National CORE Permanent Supportive Housing (PSH) Supplemental Document and Appendix D for a detailed description of our qualifications and experience, including property names, locations, sizes, and years of management for similar properties.

8. **Confirm your ability to meet the insurance requirements in Appendix E. If not please Indicate any questions or concerns you may have with the insurance requirements**

   Please see below for our response to the insurance requirements outlined in the RFQ.

- **Commercial General Liability (CGL) and Umbrella or Excess Liability / Primary Coverage**: National CORE shall maintain Commercial General Liability ("CGL") insurance and Umbrella or Excess Liability insurance in accordance with the requirements of this Agreement. Notwithstanding the foregoing, the Housing Authority's liability insurance policies shall be primary and non contributory with respect to any insurance maintained by National CORE for any claim or loss covered under insurance carried by both the Housing Authority and National CORE, whether such claim is asserted against the Housing Authority, National CORE, or both.

  National CORE expects to add standard insurance coverage requirements and indemnification provisions in a property management agreement to be entered into with the Housing Authority and expects that the Housing Authority's liability policies will be the primary and non-contributory coverage with respect to any liability claim that is subject to Housing Authority's indemnity obligations as negotiated in that agreement. Furthermore, National CORE expects that its policies would not be primary and non-contributory in claims/matters involving the negligence or willful misconduct of the Housing Authority or its affiliates, agents, etc.

- **Additional Insured Status**: National CORE is willing to list the Housing Authority *only* (not its affiliates) as an additional insured on its CGL policy. For all other policies, the Housing Authority will be named only as a loss payee, not an additional insured. Furthermore, , the Housing Authority shall name National Community Renaissance of California, and its directors, officers, employees, and agents, as an Insured under all applicable liability insurance policies, including CGL and Umbrella/Excess Liability policies, for liability arising out of or related to the services performed under this Agreement.

- **Waiver of Subrogation**: Any Housing Authority insurance policies should include endorsements regarding a waiver of subrogation on the Housing Authority's part.

- **Notification of Claims**: National CORE is willing to notify the Housing Authority of any *material* claims, incidents, or events within five (5) business days.

PROPERTIES

CURRENTLY UNDER MANAGEMENT

9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730
www.nationalcore.org

National CORE Property List (Owned and Third-Party Managed)

Property Name	Property Address	County	City	State	Zip	Total Units	Proerty Resident Type	Property Type
East Rancho Verde Village	8837 Grove Avenue	San Bernardino	Rancho Cucamonga	CA	91730	40	Multi-Family	Owned
Heritage Pointe Apartments	8590 Malven Avenue	San Bernardino	Rancho Cucamonga	CA	91730	49	Senior	Owned
Monterey Village Apartments	10244 Arrow Route	San Bernardino	Rancho Cucamonga	CA	91730	224	Multi-Family	Owned
Mosaic Gardens at Pomona	1680 South Garvey Avenue	Los Angeles	Pomona	CA	91766	46	Special Needs	Owned
Mountainside Apartments	9181 Foothill Blvd.	San Bernardino	Rancho Cucamonga	CA	91730	384	Multi-Family	Owned
Promenade Apartments	1333 W. Garvey Ave. North	Los Angeles	West Covina	CA	91790	124	Family	Owned
Rancho Verde Village Apts.	8837 Grove Avenue	San Bernardino	Rancho Cucamonga	CA	91730	248	Multi-Family	Owned
Sycamore Springs Apts.	7127 Archibald Avenue	San Bernardino	Alta Loma	CA	91701	240	Multi-Family	Owned
Veterans Park Apartments	444 West Commercial Street	Los Angeles	Pomona	CA	91768	61	Family	Owned
Day Creek Villas I & II	12250 Firehouse Court	San Bernardino	Rancho Cucamonga	CA	91739	140	Senior Housing 62+	Owned
Fountains at Sierra	16946 Ceres Avenue	San Bernardino	Fontana	CA	92335	93	Senior	Owned
Gardens at Sierra	16838 Ceres Avenue	San Bernardino	Fontana	CA	92335	93	Senior	Owned
Pepperwood Apartments	9055 Foothill Blvd	San Bernardino	Rancho Cucamonga	CA	91730	230	Family	3rd Party Managed
Seasons at Ontario	955 North Palmetto Avenue	San Bernardino	Ontario	CA	91762	80	Senior 55+	3rd Party Managed
The Plaza at Sierra	16999 Orange Way	San Bernardino	Fontana	CA	92335	90	Senior	Owned
Village at Sierra	8684 Sierra Avenue	San Bernardino	Fontana	CA	92335	108	Senior	Owned
Villaggio on Route 66	10220 Foothill Blvd.	San Bernardino	Rancho Cucamonga	CA	91730	166	Family	Owned
Vista Verde Apartments	110 N Virginia Avenue	San Bernardino	Ontario	CA	91764	101	Family	Owned
Crestview Terrace Apartments	575 East Baseline Street	San Bernardino	San Bernardino	CA	92410	184	Family	Owned
Olive Meadow	610 East Olive	San Bernardino	San Bernardino	CA	92410	62	Family	Owned
San Antonio Vista	10410 Pradera Avenue	San Bernardino	Montclair	CA	91763	75	Family	Owned
San Emi Apartments	4115 Kingsley Street	San Bernadino	Montclair	CA	91763	18	Special Needs	Owned
San Marino Apartments	10355 Mills Avenue	San Bernardino	Montclair	CA	91763	85	Senior	Owned
Sunset Heights	6230 Haven Avenue	San Bernardino	Alta Loma	CA	91737	117	Family	Owned
Valencia Vista	950 N. Valencia Avenue	San Bernardino	San Bernardino	CA	92410	76	Family	Owned
Vista del Cielo	10319 Mills Ave	San Bernardino	Montclair	CA	91763	50	Family	Owned
California Villas	77-107 California Drive	Riverside	Palm Desert	CA	92211	141	Family	3rd Party Managed
Candlewood	74-000 Shadow Mountain	Riverside	Palm Desert	CA	92211	32	Senior	3rd Party Managed
Catalina Gardens	73-600A Catalina Way	Riverside	Palm Desert	CA	92211	72	Senior	3rd Party Managed
Desert Pointe	43-805 Monterey Ave	Riverside	Palm Desert	CA	92211	64	Family	3rd Party Managed
Laguna Palm	73-875 Santa Rosa Way	Riverside	Palm Desert	CA	92211	48	Family	3rd Party Managed
Neighbors	73-535 Santa Rosa Way	Riverside	Palm Desert	CA	92211	24	Family	3rd Party Managed
One Quail Place	72-600 Fred Waring Drive	Riverside	Palm Desert	CA	92211	384	Family	3rd Party Managed
Palm Village	73-650 Santa Rosa Way	Riverside	Palm Desert	CA	92211	36	Family	3rd Party Managed
Pueblos	73-695 Santa Rosa Way	Riverside	Palm Desert	CA	92211	15	Senior	3rd Party Managed

Sage Crest Senior	73-811 Santa Rosa Way	Riverside	Palm Desert	CA	92211	14	Senior	3rd Party Managed
Santa Rosa	73-625 Santa Rosa Way	Riverside	Palm Desert	CA	92211	20	Family	3rd Party Managed
Taos Palms	44-830 Las Palmas Ave	Riverside	Palm Desert	CA	92211	16	Family	3rd Party Managed
Citrus Grove of Rialto	1432 N. Willow Avenue	San Bernardino	Rialto	CA	92376	152	Family	Owned
Crossings Apartments	177 West South Street	San Bernardino	Rialto	CA	92376	100	Family	Owned
Metro View	164 West Bonnie View Drive	San Bernardino	Rialto	CA	92376	55	Family	Owned
Mission Pointe at Riverside	2750 Topaz Drive	Riverside	Riverside	CA	92507	64	Family	Owned
Mission Village Senior	8989 Mission Blvd	Riverside	Riverside	CA	92509	102	Senior	Owned
Renaissance Village	220 N. Glennwood Ave	San Bernardino	Rialto	CA	92376	144	Family	Owned
Summit View/8th Street	1343 E. 8th St	Riverside	Beaumont	CA	92223	48	Family PSH	Owned
Vista Cascade	1432 N. Willow Avenue	San Bernardino	Rialto	CA	92376	42	Family	Owned
Vista de La Sierra	11245 Pierce Street	Riverside	Riverside	CA	92505	80	Family/PSH Mixed	Owned
Cape Cod Apartments	1710 Maxson Street	San Diego	Oceanside	CA	92054	36	Family	Owned
Cobblestone Village	360 E. Washington Ave	San Diego	Escondido	CA	92025	44	Family	Owned
Greenbrier Village	563 Greenbrier Drive	San Diego	Oceanside	CA	92054	60	Family	Owned
Juniper Senior Apartments	215 E. Washington Avenue	San Diego	Escondido	CA	92025	61	Senior	Owned
La Mision Village	3220 Mission Avenue, Suite #7	San Diego	Oceanside	CA	92058	80	Family	Owned
Melrose Villas	1820 Melrose Drive	San Diego	San Marcos	CA	92078	114	Family	Owned
Mission Cove Family I & II	3247 Anchor Way	San Diego	Oceanside	CA	92054	150	Family	Owned
Santa Fe Senior Village	414 N. Santa Fe Ave	San Diego	Vista	CA	92083	54	Senior	Owned
Valley Senior Village	337 East Valley Parkway	San Diego	Escondido	CA	92025	50	Senior	Owned
Vista Terraza Apartments/II	7735 Via Solare	San Diego	San Diego	CA	92129	127	Family	Owned
North Harbor/Azure Apts.	1251 North Harbor	Orange	Anaheim	CA	92801	89	Special Needs	3rd Party Managed
Oak View Ranch	24960 Adams Ave	Riverside	Murrietta	CA	92562	81	Senior	Owned
Paseo Del Oro Apartments	432 West Mission Road #106	San Diego	San Marcos	CA	92069	120	Family	Owned
Sierra Vista Apartments	422 Los Vallecitos	San Diego	San Marcos	CA	92069	192	Family	Owned
Villa Serena Apartments/Phase I	340 Marcos Street	San Diego	San Marcos	CA	92069	148	Family	Owned
Westlake Village/Phase II	415 Autumn Dr.	San Diego	San Marcos	CA	92069	106	Family	Owned
Arbor Village	4914 Logan Avenue	San Diego	San Diego	CA	92113	112	Family	Owned
Encanto Village	6315 Imperial Avenue	San Diego	San Diego	CA	92114	66	Family	Owned
Iris at San Ysidro	1663 Dairy Mark Road	San Diego	San Diego	CA	92173	100	Family	Owned
Nestor Senior Village	1120 Nestor Way	San Diego	San Diego	CA	92154	74	Senior/PSH	Owned
Parkside Apartments	4035 Park Haven Court	San Diego	San Diego	CA	92113	40	Family	Owned
San Ysidro Senior Village	517 West San Ysidro	San Diego	San Diego	CA	92173	51	Senior	Owned
Shadow Hill Apartments	11085 Woodside Avenue	San Diego	Santee	CA	92071	82	Family	Owned
Spring Valley Apartments	8885 Orville Street	San Diego	Spring Valley	CA	91977	60	Family	Owned

Talmadge Senior Village	5252 El Cajon Blvd.	San Diego	San Diego	CA	92115	91	Senior	Owned
Vista del Puente	1436 S. 40th Street	San Diego	San Diego	CA	92113	52	Family	Owned
Vista del Sol Apartments	1545 Q Avenue	San Diego	National City	CA	91950	132	Family	Owned
Elm Street Commons	111 West Elm Street	Orange	Anaheim	CA	92805	52	Family	3rd Party Managed
HB Oasis Apts.	17251 Beach Blvd.	Orange	Huntington Beach	CA	92648	64	PSH	Owned
Las Palmas Village	115 Avenida Serra	Orange	San Clemente	CA	92672	19	Family	Owned
Legacy Square Apartments	301 East Santa Ana Blvd	Orange	Santa Ana	CA	92701	93	Family	Owned
Miraflores	1445 South Anaheim Boulevard	Orange	Anaheim	CA	92805	86	Family	Owned
Mountain View Apartments	24551 Raymond Way	Orange	Lake Forest	CA	92630	71	Family	Owned
Orchard View Gardens	8300 Valley View Street	Orange	Buena Park	CA	90620	66	Senior	Owned
Santa Angelina	1320 North Angelina Drive	Orange	Placentia	CA	92870	65	Senior	Owned
Seasons at La Palma	7061 Walker Street	Orange	La Palma	CA	90623	60	Senior 62+	3rd Party Managed
Alta Vista Apartments	5051 East 3rd Street	Los Angeles	Los Angeles	CA	90022	60	Family	Owned
Clark Manor	13032 Columbia Way	Los Angeles	Downey	CA	90242	41	Family	Owned
Downey View	8314 2nd Street	Los Angeles	Downey	CA	90241	50	Family	Owned
Encanto Court Apartments	1345 W. 105th Street	Los Angeles	Los Angeles	CA	90044	62	Senior	Owned
Florence Apartments	1650 West Florence Avenue	Los Angeles	Los Angeles	CA	90047	128	Special Needs	3rd Party Managed
Hawthorne Terrace Apartments	13006 Kornblum Avenue	Los Angeles	Hawthorne	CA	90250	100	Family	Owned
Las Dahlias	4655 East 3rd Street	Los Angeles	Los Angeles	CA	90022	78	Family	Owned
Little Lake Village	10902 Fulton Wells Avenue	Los Angeles	Santa Fe Springs	CA	90670	144	Senior	Owned
Long Beach East Crescent	1133 Atlantic Ave	Los Angeles	Long Beach	CA	90813	40	Special Needs/PSH	3rd Party Managed
Long Beach West/Zephyr	1133 Atlantic Avenue	Long Beach	Long Beach	CA	90813	135	Special Needs/PSH	3rd Party Managed
Mosaic Gardens at Huntington Park	6337 Middleton Street	Los Angeles	Huntington Park	CA	92055	24	Special Needs	3rd Party Managed
4252 Crenshaw Apartments	4252 Crenshaw Ave	Los Angeles	Los Angeles	CA	90008	111	Multi Family	3rd Party Managed
Angelus Senior Housing	2417 Angelus Street	Los Angeles	Rosemead	CA	91770	52	Senior	3rd Party Managed
Garvey Senior Housing	9100 Garvey Avenue	Los Angeles	Rosemead	CA	91770	70	Senior	3rd Party Managed
Metro Loma	328 Mira Loma Avenue	Los Angeles	Glendale	CA	91204	44	Family	3rd Party Managed
Partkline/Mainstreet	1457 N. Main Street	Los Angeles	Los Angeles	CA	90012	376	Multi Family	3rd Party Managed
Pleasant Hills	1315 Pleasant Ave	Los Angeles	Los Angeles	CA	90033	25	Multi Family	3rd Party Managed
Willow Way	11730 Ramona Blvd	Los Angeles	El Monte	CA	91732	38	Special Needs	3rd Party Managed
456 West	456 9th Street	Los Angeles	San Pedro	CA	90731	91	Family	Owned
Bloom at Magnolia	1770 Magnolia Avenue	Los Angeles	Long Beach	CA	90813	40	Special Needs	3rd Party Managed
Casa de Los Amigos	123 South Catalina	Los Angeles	Redondo Beach	CA	90277	136	Senior	3rd Party Managed
Casa Luna	5533 Huntington Drive North	Los Angeles	Los angeles	CA	90032	49	Transitional Housing	Owned
Huntington Villas	5350 Huntington Drive South	Los Angeles	Los Angeles	CA	90032	52	Transitional Housing	Owned
Manitou Vista I	3420 E. Manitou Ave.	Los Angeles	Los Angeles	CA	90031	48	Multi Family	3rd Party Managed
Manitou Vista II	3414 E. Manitou Ave.	Los Angeles	Los Angeles	CA	90031	22	Multi Family	3rd Party Managed

Mosaic Gardens at Willowbrook	2213 East El Segundo Blvd	Los Angeles	Los Angeles	CA	90222	61	Special Needs	Owned
Willowbrook 3 (Lease Up)	12611 S. Willowbrook Ave	Los Angeles	Los Angeles	CA	90222	50	PSH	3rd Party Managed
The Residences of Diamond Hill	3601 Deen Road	Tarrant	Fort Worth	TX	76106	204	Family	Owned
Colony of Humble Apartments	831 Wilson Road	Harris	Humble	TX	77338	200	Family	Owned
Countryside Village Apartments	625 Wilson Rd.	Harris	Humble	TX	77338	182	Family	Owned
La Posada del Rey Apts	3135 Roosevelt Avenue	Bexar	San Antonio	TX	78214	145	Family	Owned
Lexington Square Apartments	1324 East Hospital Drive	Brazoria	Angleton	TX	77515	80	Family	Owned
Alvarado Lakeview	740 S Alvarado St	Los Angeles	Los Angeles	CA	90057	80	Multi Family/PSH	3rd Party Managed
Autumn Court	4055 Oakwood Ave.	Los Angeles	Los Angeles	CA	90004	68	Multi Family/PSH	3rd Party Managed
Brynhurst Terrace	6521 Brynhurst Ave	Los Angeles	Los Angeles	CA	90043	41	Multi Family/PSH	3rd Party Managed
Hillhaven Terrace	10140 Hillhaven Ave.	Los Angeles	Tujunga	CA	91042	34	Multi Family/PSH	3rd Party Managed
Jordan Downs/Cal trans	9800 Grape Street	Los Angeles	Los Angeles	CA	90002	34	Multi Family	3rd Party Managed
Mosaic Gardens at Monterey Park	236 Ramona Avenue	Los Angeles	Monterey Park	CA	91754	31	Family	3rd Party Managed
Palace Place	2640 East Anaheim Street	Los Angeles	Long Beach	CA	90802	14	Special Needs	3rd Party Managed
The Collection	3705 McLaughlin Ave.	Los Angeles	Los Angeles	CA	90066	26	Multi Family	3rd Party Managed
The Spark at Midtown	1900 Long Beach Blvd	Los Angeles	Long Beach	CA	90806	95	Special Needs	3rd Party Managed
Fairview Heights Apartments	923 East Redondo Boulevard	Los Angeles	Inglewood	CA	90302	101	Family/PSH	Owned
Marvs Place	143 Mar Vista Avenue	Los Angeles	Pasadena	CA	91106	20	Family	Owned
Park View Terrace Apartments	6728 Clara Street	Los Angeles	Bell Gardens	CA	90201	72	Senior	Owned
Pioneer Village	515 Pioneer	Los Angeles	Glendale	CA	91203	233	Multi Family/PSH	Partnered
Southwest Flats (Lease Up)	10400 S San Pedro	Los Angeles	Los Angeles	CA	90003	47	Multi Family/PSH	3rd Party Managed
Tres Lomas Garden Apts	4343 Toland Way	Los Angeles	Los Angeles	CA	90041	46	Senior	Owned
Vista Grande Court	1116 Sonora Avenue	Los Angeles	Glendale	CA	91201	66	Senior	Owned
21st Street	639 E 21st St	Los Angeles	Los Angeles	CA	90011	22	Previously Homeless	3rd Party Managed
36th Place	1603 W 36th Place	Los Angeles	Los Angeles	CA	90018	9	Previously Homeless	3rd Party Managed
40th Place	1343 W 40th Pl	Los Angeles	Los Angeles	CA	90037	20	Previously Homeless	3rd Party Managed
Broadway	6501 S Broadway	Los Angeles	Los Angeles	CA	90003	51	Previously Homeless	3rd Party Managed
Dalton	4222 Dalton Ave	Los Angeles	Los Angeles	CA	90062	28	Previously Homeless	3rd Party Managed
Dolores Huerta Apartments	5215 South Figueroa	Los Angeles	Los Angeles	CA	90037	40	Previously Homeless	3rd Party Managed
Firestone	1619 Firestone Blvd	Los Angeles	Los Angeles	CA	90001	20	Previously Homeless	3rd Party Managed
Leighton	1200 Leighton Ave	Los Angeles	Los Angeles	CA	90037	17	Previously Homeless	3rd Party Managed
Liv DTLA/Flower St	1411 S. Flower St	Los Angeles	Los Angeles	CA	90015	227	Previously Homeless	3rd Party Managed
Oaks on Florence	4224 Florence Avenue	Los Angeles	Bell	CA	90201	63	Senior	Owned
Rolland Curtis #1	1203 - 1205 Rolland Curtis Pl	Los Angeles	Los Angeles	CA	90037	19	Previously Homeless	3rd Party Managed
Rolland Curtis #2	1261 Rolland Curtis Pl	Los Angeles	Los Angeles	CA	90037	28	Previously Homeless	3rd Party Managed
Sierra Bonita	1047 N Sierra Bonita Ave	Los Angeles	West Hollywood	CA	90046	13	Previously Homeless	3rd Party Managed

National CORE Property List (Owned and Third-Party Managed)

Treehouse (Eaves)	920 S Gramercy Pl	Los Angeles	Los Angeles	CA	90019	58	Previously Homeless	3rd Party Managed
Vida DTLA/Grand	1317 S Grand Ave	Los Angeles	Los Angeles	CA	90015	147	Senior	3rd Party Managed
Carlos Ortega Villas	77-915 Avenue of the States	Riverside	Palm Desert	CA	92211	73	Senior	3rd Party Managed
Cathedral Palms Apartments	31-750 Landau Blvd.	Riverside	Cathedral City	CA	92234	224	Senior	Owned
Desert Meadows Apartments	44071 Clinton Street	Riverside	Indio	CA	92201	80	Family	Owned
Dumosa Senior Village	57110 Twentynine Palms Hwy	San Bernardino	Yucca Valley	CA	92284	75	Senior	Owned
La Rocca Villas	42-135 Golden Eagle Lane	Riverside	Palm Desert	CA	92211	27	Senior	3rd Party Managed
Las Serenas	73-315 Country Club Drive	Riverside	Palm Desert	CA	92211	150	Senior	3rd Party Managed
Parkview Villas	71-740 San Jacinto Drive	Riverside	Rancho Mirage	CA	92270	82	55 Plus	3rd Party Managed
River Canyon Apts	34-300 Corregidor Drive	Riverside	Cathedral City	CA	92234	60	Family	Owned
San Jacinto Villas	71-300 San Jacinto Drive	Riverside	Rancho Mirage	CA	92270	82	55 Plus	3rd Party Managed
Santa Rosa Villas	25150 Juniper Lane	Riverside	Rancho Mirage	CA	92270	33	55 Plus	3rd Party Managed
Vista Dunes Courtyard Homes	44-950 Vista Dunes Lane	Riverside	La Quinta	CA	92253	80	Family	Owned
Whispering Waters	42-536 Rancho Mirage Lane	Riverside	Rancho Mirage	CA	92270	29	55 Plus	3rd Party Managed
Canoga Park Place	7631 Topanga Canyon Blvd.	Los Angeles	Canoga Park	CA	91304	51	Multi Family/PSH	3rd Party Managed
Laurel Court	14949 Roscoe Blvd	Los Angeles	Panorama City	CA	91402	31	Multi Family/PSH	3rd Party Managed
Maida Apartments	4818 Sepulveda	Los Angeles	Sherman Oaks	CA	91403	36	Multi Family/PSH	3rd Party Managed
Martel Apartments	1643 N Martel Ave	Los Angeles	Los Angeles	CA	90046	11	Multi Family/PSH	3rd Party Managed
NoHo Apartments	11135 W. Burbank Blvd	Los Angeles	North Hollywood	CA	91601	70	Multi Family/PSH	3rd Party Managed
Orchid Suites/Martel	1753 Orchid Ave.	Los Angeles	Hollywood	CA	90028	40	Multi Family/PSH	3rd Party Managed
Parthenia Place	15230 Parthenia Pl	Los Angeles	North Hills	CA	91343	41	Multi Family/PSH	3rd Party Managed
Pico Square	5050 W. Pico Blvd	Los Angeles	Los Angeles	CA	90019	79	Multi Family/PSH	3rd Party Managed
The Argent	7639 Van Nuys Blvd.	Los Angeles	Los Angeles	CA	91405	36	Multi Family/PSH	3rd Party Managed
View @ Soto	1040 N Soto St	Los Angeles	Los Angeles	CA	90033	85	Multi Family/PSH	3rd Party Managed
Oxford Suites	630 Oxford Avenue	Los Angeles	Los Angeles	CA	90004		Specials Needs	3rd Party Managed
Impressions at Valley Center	15500 Midtown Drive	San Bernardino	Victorville	CA	92394	100	Family	Owned
Northgate Village Apartments	17251 Dante Street	San Bernardino	Victorville	CA	92394	140	Family	Owned
Summer Terrace	38530 Tierra Subida Avenue	Los Angeles	Palmdale	CA	93551	80	Senior	Owned
The Village at Beechwood	44063 Beech Avenue	Los Angeles	Lancaster	CA	93534	100	Family	3rd Party Managed
Whispering Palms	38250 9th Street East	Los Angeles	Palmdale	CA	93550	75	Senior	Owned
Arbor Villas Apartments	4661 Plumosa Drive	Orange	Yorba Linda	CA	92886	67	Family	Owned
Corona de Oro Apartments	680 W. Second Street	Riverside	Corona	CA	92882	72	Family	Owned
Corona del Rey Apartments	1148 D Street	Riverside	Corona	CA	92882	160	Family	Owned
Oakcrest Heights	22733 Oakcrest Circle	Orange	Yorba Linda	CA	92887	54	Family	Owned
Oakcrest Terrace	22744 East Park Drive	Orange	Yorba Linda	CA	92887	69	Family	Owned
Villa Plumosa	4672 Plumosa Drive	Orange	Yorba Linda	CA	92886	76	Family	Owned

National Community Renaissance

Housing Authority of City of Alameda PM RFQ Fee Proposal

May 11, 2026

Housing Authority of City of Alameda
Property Management RFQ
Management Fee Proposal

Management Agent National Community Renaissance "National CORE" Date 05/11/2026

As part of the RFQ review process, we are asking the management agents to provide us with a Management Fee Proposal. Working with this proposal, the management agent and AHA will negotiate a fee for the management contract.

Just a reminder that AHA has posted 2025 property income and expense information (including GPR and Vacancy data) as well as rent data in the Bonfire procurement system. This information can be downloaded and may be helpful to management agents as you think through the Fee Proposal.

About the Fee Proposal

- Many of the fee conventions included in this proposal outline are drawn from HUD Management Agent's Handbook (HUD 4381.5, rev. 2) as it is widely recognized in the industry and provides a reasonable point of reference.
- The Fee Proposal format assumes a single portfolio-wide fee amount, although AHA is open to reasonable variations.
- The fee proposal will be broken into three parts

(A) **Base Management Fee** – AHA prefers and recommends a fee-based proposal based on percentage of cash collected, although management agents may propose a "per door" fee subject to guidelines in the proposal and possible funding partner requirements.

(B) A list of all **Additional Fees** proposed, including the type of fee and the proposed payment (for instance, Accounting Fee of $x per unit per month, mandatory training fees per associate, software fees, etc.), subject to guidelines in the proposal and possible funding partner requirements.

(C) While not management fees per se, we are requesting information regarding **some anticipated front-line costs** allowing for AHA analysis of potential fee yields.

Please return the Fee Proposal by **Tuesday May 12 at 5pm** via Bonfire and by email to Jack Geary at Jack.Geary@outlook.com with copy to Nancy Gerardin at NGerardin@alamedahsg.org

A) The Base Fee

OPTION ONE- Percentage of Collection Base Fee

AHA prefers a "percentage of collections" proposed management fee, as we believe this type of fee provides incentive opportunities to the management agent and the owner, and because under a percentage of collection proposal, the fee increases commensurate with the rent. If you propose a Property Management Fee as a **percentage of collections**, enter it below.

AHA Properties will pay the property management company a Base Management fee of:	3.5 % of Total Collections

What revenues are included as Collections when determining Management Fee?

Gross revenue collected in the prior month relates to the operations done by the management company.

- This includes tenant rent received, HAP received, PBV vacancy loss payments, laundry income, commercial rent, payment against unpaid rent and income collected from prior resident damages (both current and former residents).

- This does not include items that may be accrued or booked as income that are not actually collected. The calculation is based on true cash collections.

- It does not include revenue items that relate to work completed by the AHA. This includes asset management fees, or rebates or repayment from construction, grant contributions, ROPS and other non – HAP contributions from AHA or its subsidiaries to the property, etc.

If you have any concerns or questions about this, please describe them here:
No concerns or questions.

Performance-based Incentive Management Fee

AHA is willing to consider a performance-based incentive management fee on top of the base management fee. This must be tied to easily measured performance indicators e.g. economic vacancy, NOI, recertifications completed on time, timely payment of accountspayable etc.

If you wish to propose this, please describe it here:

Owner may award a annual $10,000 annual incentive fee if Manager maintains 98% average occupancy,

completes 98% of recertifications on time , achieves full lease-up, and processes accounts payable timely and without material deficiency.

OPTION TWO - Per Door Fee

Managers may alternatively propose a "per door" fee entered below.

<table>
<tr><td rowspan="6">AHA Properties will pay the property management company a Property Management Fee of:</td><td colspan="2">$__________ Per Unit Monthly for units occupied at least one day during the month.</td></tr>
<tr><td>Contract Year 1</td><td>$ _____ per unit per month for all units occupied at least one day during the month.</td></tr>
<tr><td>Contract Year 2</td><td>$ _____ per unit per month for all units occupied at least one day during the month.</td></tr>
<tr><td>Contract Year 3</td><td>$ _____ per unit per month for all units occupied at least one day during the month.</td></tr>
<tr><td>Contract Year 4</td><td>$ _____ per unit per month for all units occupied at least one day during the month.</td></tr>
<tr><td>Contract Year 5</td><td>$ _____ per unit per month for all units occupied at least one day during the month.</td></tr>
</table>

If a "per door" fee is selected, AHA will need to understand what measures are in place to ensure performance and to maximize revenue from proper collection of rent, timely filling of vacancies and unit turns.

Please describe:

n/a

B) Additional/Add-On Fees Proposed

In addition to the Base Fee listed above, property management contracts often contain "Add On Fees" – Such as an Accounting/Bookkeeping fee. Please add a list the add on fees proposed and for which properties

__X__ We **are** proposing one or more Add-On Fees,

If so, please attach to this Fee Proposal and describe

- if the fees are mandatory or optional
- what these fees are for (brief description)
- are the fees by door, by associate, or by property

Continued B) Additional/Add-On Fees Proposed

Add-On Fees Proposed

We are proposing the following mandatory add-on fees, applicable to all managed properties:

- **Compliance Fee: $10 per unit per month**
  Covers regulatory compliance oversight, including recertification tracking, audit readiness, and monitoring of affordable housing program requirements.

- **Accounting Fee: $5 per unit per month**
  Covers property-level accounting services, including accounts payable processing, financial reporting support, and owner-required reconciliations.

All add-on fees are assessed by door (unit) and billed monthly.

- when they are charged (e.g. frequency),
- who does the work (e.g. compliance with construction management staff, subcontractor)

____ We **are not** proposing one or more Add-On Fees,

C) Management Costs Paid by Property (Front-Line Costs)

This component of the Fee Proposal requests that management agents indicate management costs that are charged directly to the property as front-line costs and not included in the fee. Please provide a good-faith estimate of direct management costs charged to the properties.

Estimated Staffing Costs by Position:

Title	Salary Cost Range	Salary Cost Range if Housing is Provided	Tax, Fringe and Health Insurance as a % of Salary *(Include all taxes, worker's compensation, Health Insurance, 401K contribution, phone/mileage allowances, etc.)*
Manager	$26-$30	$21-$25	30%
Assistant Manager	$20-$23	$15-$18	30%
Maintenance	$25	$20	30%
Janitorial	$20	$20	30%
Other - Leasing	$18	$18	30%

Site Staff Incentives:
We are also asking about any bonus or incentive programs for staff you would be charging to the property budget.

Position	Annual bonus	Other incentives if any
Manager	3%	$50 per unit lease up incentive
Assistant Manager	3%	$50 per unit lease up incentive
Maintenance	3%	$50 per unit lease up incentive
Janitorial	3%	$50 per unit lease up incentive

Other		

Administrative Management Costs charged directly to the property (Front-Line cost)

Please complete this:

Accounting & Bookkeeping	INCLUDED ABOVE as part of: A) Proposed Portfolio-Wide Management Fee $5 per unit per month
Payroll processing cost	Per FTE or per site estimate if applicable: $10.20 per FTE per pay period
Software license fee	Per unit or per site estimate, if applicable: $85 per user per month
Staff training	Per FTE or per site estimate, if applicable: n/a
Email administration, Website and IT Admin Fees:	Per unit or per site estimate, if applicable: Included in Software License Fee
Web site or other IT administration fees	$500 fee for website/rentcafe. Others fees per need base
Other fees (if applicable)	$10 compliance fee stated on page 5.
Yardi Fees	$62.86 per unit per month (all inclusive)
Additional Services **Per Unit Fee (prior to PIS date):**	n/a
New Construction – per approved files completion	Note all new lease ups will be subject to an additional lease up agreement to be negotiated and signed no later than 12 months prior to lease up.

Note: All other fees or front-line management costs that are to be charged to the property by the owner must be disclosed in good-faith up front.

The Owner has set the following standards for maximum allowable fees and expense reimbursements:

Other Management Costs Charged to Property (Front-Line expenses) – Standards

Certain front-line costs can be charged to the property, when necessary, at reasonable levels. Management agent agrees to manage these charges, ensuring that they are necessary for staff to carry out their responsibilities, and to ensure that the charges are reasonable. Management agents agree to adhere to these guidelines and to provide documentation as part of the monthly financial package:

- Cell phone expenses: $40/month, prorated per FTE
- Mileage expenses: $30/month prorated per FTE (all sites are in a 5 mile radius)
- Resident event expenses: $100/month for properties containing fewer than 100 units and $300 month for properties larger than 100 units.
- Employee Uniform allowance (for employees requiring uniforms): $400/year per FTE.
- Miscellaneous expenses: max $1,000/year per property.

All proposers attest to having reviewed the RFQ in its entirety and to having received any and all addenda, if applicable. Any exceptions to the above maximum standard fees and expense reimbursements, and any other fees or reimbursements to the Agent, must be specified in this Exhibit to be treated as an allowable expense for the duration of this contract or must be documented and submitted for owner approval in the annual budget process.

SUBMITTED BY: Courtney Richard *Courtney Richard* Senior VP - Property Management

Print and sign name Title

- *For purposes of the contract Management Fees will be negotiated between AHA and management agent using this Fee Proposal as a starting point*

- *AHA encourages incentive based fees which allow the management agent to earn higher fee income for extraordinary property performance, such as higher occupancy or collection rates.*

- *Fees may be regulated by various funding partners and may require partner approval.*

National Community Renaissance Management Proposal Fees Submission 5.11.26

Final Audit Report 2026-05-12

Created:	2026-05-12
By:	Chris Paez (cpaez@havencorecommunities.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbYRAh_NTei49oV5tjyRlYeKzRk_xeXgM

"National Community Renaissance Management Proposal Fees Submission 5.11.26" History

Document created by Chris Paez (cpaez@havencorecommunities.org)
2026-05-12 - 5:16:10 PM GMT

Document emailed to Courtney Richard (crichard@havencorecommunities.org) for signature
2026-05-12 - 5:16:16 PM GMT

Email viewed by Courtney Richard (crichard@havencorecommunities.org)
2026-05-12 - 5:17:05 PM GMT

Document e-signed by Courtney Richard (crichard@havencorecommunities.org)
Signature Date: 2026-05-12 - 5:44:05 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-05-12 - 5:44:05 PM GMT

ISLAND CITY DEVELOPMENT

Resolution No. 2026-___

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Constitution and Eagle, L.P. for Rosefield Village, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $120,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Constitution and Eagle, L.P. for Rosefield Village and National Community Renaissance of California with a not to exceed amount of $19,320, subject to review and approval as to form by General Counsel.

At a duly constituted meeting of the Board of Directors (the "**Board**") of Island City Development, a California nonprofit public benefit corporation ("**Corporation**"), held on August 24, 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, from which one firm was selected 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 a new property management firm 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 to Authorize the President to Negotiate and Execute a Property Management Agreement between Constitution and Eagle, L.P. for **Rosefield Village**, and National Community Renaissance of California for

Property Management Services (HavenCORE), with a not to exceed amount of $120,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Constitution and Eagle, L.P. for **Rosefield Village** and National Community Renaissance of California with a not to exceed amount of $19,320, subject to review and approval as to form by General Counsel.

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	Alicia Southern
President	Secretary

Adopted:

____

Date

ITEM 6.B

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Nancy Gerardin, Director of Property Operations, Radha Mehta, Management Analyst
Date:	August 24, 2026
Re:	Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Everett and Eagle, L.P. for **Everett Commons**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $32,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Everett and Eagle, L.P. for **Everett Commons** and National Community Renaissance of California with a not to exceed amount of $4,200, subject to review and approval as to form by General Counsel.

BACKGROUND

The property management agreement with Asset Living (formerly known as FPI Management, Inc.), to manage Everett and Eagle, LP (Everett Commons) is set to expire on December 31, 2026. In anticipation of the contract expiration and to support the Agency's operational goals, the Housing Authority of City of Alameda (AHA) and its affiliated entities, including Island City Development (ICD), 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:

1. Abode Property Management
2. Aje Scott Advisor Group LLC
3. Asset Living
4. Bell Properties, Inc.
5. EBMC Real Estate and Property Management
6. Fairstead
7. Lindquist, von Husen & Joyce LLP
8. National Community Renaissance of California (HavenCORE)
9. Visionary Property Management Group
10. WSH Management

Firms Lindquist, von Husen & Joyce LLP and Aje Scott Advisor Group LLC provided qualifications for third party property management financial services, which will be reviewed at a later time. 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.

ICD has elected to proceed to negotiate with the National Community Renaissance of California (HavenCORE) for property management services, and is seeking authorization to execute a contract with such selected consultant, subject to review and approval by any applicable lenders, investor, or insurance provider, and as to form by General Counsel. The contemplated contract terms shall include (i) a one-year term, with four 1-year options, and a total term not to exceed 5 years if all options are exercised, (ii) an effective date of October 1, 2026 or later if approval from one or more parties is still pending, and (iii) includes a not to exceed amount of $32,000 for the first year to include the Base Management Fee of 3.5%, compliance fee of $10 per unit per month, and accounting fee of $5 per unit per month.

DISCUSSION

Following the evaluation committee's assessment and recommendations, the interview panel proposed awarding the property management portfolio between the top two ranked firms. To facilitate the transition planning, the two proposed firms had executed Non-Disclosure Agreements (NDAs) with AHA. In June 2026, Staff informed the Board of Directors on the RFQ process and the proposed direction. Since the meeting, Staff proposes to award the LIHTC portfolio owned by ICD to the top Proposer, National Community Renaissance of California (HavenCORE).

HavenCORE is a nonprofit developer and manager of affordable housing. HavenCORE manages a diverse portfolio of over 14,000 units. HavenCORE provided the Evaluation Committee with insight on its resident-centric approach and has shown their dedication and commitment to exceeding the needs of residents by providing resources, responsiveness and community events. The Committee was also impressed by the firm’s legal compliance expertise. HavenCORE’s team consists of experts in landlord and tenant laws, fair housing regulations and strict adherence to pertinent regulations, minimizing legal risks and protecting the rights of both tenants and property owners.

Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination. HavenCORE has worked diligently with staff to coordinate the draft Property Management Agreement (PMA) and the Management Transition Addendum. The remaining property management contracts for AHA and AAHC will be brought to the AHA and AAHC Board for approval in September or possibly later.

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 prior to the contracts' expiration date. There may temporarily be overlap in operational and transitional related expenses during this period. Under their current contracts, Asset Living has a responsibility to transition the properties at the end of the contract. To initiate a staggered approach of property management transition, the Agency proposes to enter into an agreement with the new property management firm for Everett and Eagle, LP (Everett Commons) on October 1, 2026. Staff 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. The transition of services and the execution of the Property Management Agreement (PMA) is subject to review by lender and investor, as well as other funders.

FISCAL IMPACT

HavenCORE's Base Management fee includes 3.5% of total collections. This property has 20 total units and approximate annual collections of $674,478.00 (mainly tenant rent and HAP). The firm also proposes a mandatory add-on compliance fee of $10 per unit per month, which covers regulatory compliance oversight, and an accounting fee of $5 per unit per month to cover property-level accounting services. The approximate fee for the first year is expected to be $3,600 for compliance and accounting fees. The total annual first year cost is expected to be $32,000.

During the Transition Period, 60 to 90 days prior to the Property Management Commencement Date, a fee of $70 per unit per month (approx. $4,200 for this property) will be charged for each community. HavenCORE has also provided proposed front-line costs for staffing and administrative management costs, which are included in the "Cover Page - Fee Proposal" attachment. Due to the anticipated phased transition process between the property management companies, 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.

CEQA

Not applicable

RECOMMENDATION

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Everett and Eagle, L.P. for **Everett Commons**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $32,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Everett and Eagle, L.P. for **Everett Commons** and National Community Renaissance of California with a not to exceed amount of $4,200, subject to review and approval as to form by General Counsel.

ATTACHMENTS

1. Cover Page - Fee Proposal, Report, Qualifications
2. Property Management Resolution - Everett

Respectfully submitted,

Nancy Gerardin

Nancy Gerardin, Director of Property Operations, Radha Mehta, Management Analyst

ISLAND CITY DEVELOPMENT
701 Atlantic Avenue
Alameda, CA 94501

The staff presentation, HavenCORE Qualifications, and HavenCORE Fee Proposal are provided in 6A (Constitution and Eagle LP - Rosefield Village) of this Agenda, ICD Board of Directors Special Meeting – Monday, August 24, 2026

ISLAND CITY DEVELOPMENT

Resolution No. 2026-___

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Everett and Eagle, L.P. for Everett Commons, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $32,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Everett and Eagle, L.P. for Everett Commons and National Community Renaissance of California with a not to exceed amount of $4,200, subject to review and approval as to form by General Counsel.

At a duly constituted meeting of the Board of Directors (the "**Board**") of Island City Development, a California nonprofit public benefit corporation ("**Corporation**"), held on August 24, 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, from which one firm was selected 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 a new property management firm 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 to Authorize the President to Negotiate and Execute a Property Management Agreement between Everett and Eagle, L.P. for **Everett Commons**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $32,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition

Addendum between Everett and Eagle, L.P. for Everett Commons and National Community Renaissance of California with a not to exceed amount of $4,200, subject to review and approval as to form by General Counsel.

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

ITEM 6.C

ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: August 24, 2026

Re: Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Mabuhay and Lakehurst, L.P. for **Linnet Corner**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $70,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Mabuhay and Lakehurst, L.P. for Linnet Corner and National Community Renaissance of California with a not to exceed amount of $13,440, subject to review and approval as to form by General Counsel.

BACKGROUND

The property management agreement with Asset Living (formerly known as FPI Management, Inc.), to manage Mabuhay and Lakehurst, LP (Linnet Corner) is set to expire on December 31, 2026. In anticipation of the contract expiration and to support the Agency's operational goals, the Housing Authority of City of Alameda (AHA) and its affiliated entities, including Island City Development (ICD), 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:

1. Abode Property Management
2. Aje Scott Advisor Group LLC
3. Asset Living
4. Bell Properties, Inc.
5. EBMC Real Estate and Property Management
6. Fairstead
7. Lindquist, von Husen & Joyce LLP
8. National Community Renaissance of California (HavenCORE)
9. Visionary Property Management Group
10. WSH Management

Firms Lindquist, von Husen & Joyce LLP and Aje Scott Advisor Group LLC provided qualifications for third party property management financial services, which will be reviewed at a later time. 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.

ICD has elected to proceed to negotiate with National Community Renaissance of California (HavenCORE) for property management services, and is seeking authorization to execute a contract with such selected consultant, subject to review and approval by any applicable lenders, investor, or insurance provider, and as to form by General Counsel. The contemplated contract terms shall include (i) a one-year term, with four 1-year options, and a total term not to exceed 5 years if all options are exercised, (ii) an effective date of October 1, 2026 or later if approval from one or more parties is still pending, and (iii) includes a not to exceed amount of $70,000 for the first year to include the Base Management Fee of 3.5%, compliance fee of $10 per unit per month, and accounting fee of $5 per unit per month.

DISCUSSION

Following the evaluation committee's assessment and recommendations, the interview panel proposed awarding the property management portfolio between the top two ranked firms. To facilitate the transition planning, the two proposed firms had executed Non-Disclosure Agreements (NDAs) with AHA. In June 2026, Staff informed the Board of Directors on the RFQ process and the proposed direction. Since the meeting, Staff proposes to award the LIHTC portfolio owned by ICD to the top Proposer, National Community Renaissance of California (HavenCORE).

HavenCORE is a nonprofit developer and manager of affordable housing. HavenCORE manages a diverse portfolio of over 14,000 units. HavenCORE provided the Evaluation Committee with insight on its resident-centric approach and has shown their dedication and commitment to exceeding the needs of residents by providing resources, responsiveness and community events. The Committee was also impressed by the firm’s legal compliance expertise. HavenCORE’s team consists of experts in landlord and tenant laws, fair housing regulations and strict adherence to pertinent regulations, minimizing legal risks and protecting the rights of both tenants and property owners.

Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination. HavenCORE has worked diligently with staff to coordinate the draft Property Management Agreement (PMA) and the Management Transition Addendum. The remaining property management contracts for AHA and AAHC will be brought to the AHA and AAHC Board for approval in September or possibly later.

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 prior to the contracts' expiration date. There may temporarily be overlap in operational and transitional related expenses during this period. Under their current contracts, Asset Living has a responsibility to transition the properties at the end of the contract. To initiate a staggered approach of property management transition, the Agency proposes to enter into an agreement with the new property management firm for Mabuhay and Lakehurst, LP (Linnet Corner) on November 1, 2026. Staff 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. The transition of services and the execution of the Property Management Agreement (PMA) is subject to review by lender and investor, as well as other funders.

FISCAL IMPACT

HavenCORE's Base Management fee includes 3.5% of total collections. This property has 64 total units and approximate annual collections of $1,515,376.80. (mainly tenant rent and HAP). The firm also proposes mandatory add-on compliance fee of $10 per unit per month, which covers regulatory compliance oversight, and an accounting fee of $5 per unit per month to cover property-level accounting services. The approximate fee for the first year is expected to be $11,520 for compliance and accounting fees. The total first year annual cost is expected to be $70,000.

During the Transition Period, 60 to 90 days prior to the Property Management Commencement Date, a fee of $70 per unit per month (approx. $13,440.00 for this property) will be charged for each community. HavenCORE has also provided proposed front-line costs for staffing and administrative management costs, which are included in which are included in the "Cover Page - Fee Proposal" attachment. Due to the anticipated phased transition process between the property management companies, 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.

CEQA

Not applicable

RECOMMENDATION

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Mabuhay and Lakehurst, L.P. for **Linnet Corner**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $70,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Mabuhay and Lakehurst, L.P. for Linnet Corner and National Community Renaissance of California with a not to exceed amount of $13,440 and to Authorize the President to negotiate and execute amendments exercising the option years, including establishing compensation for each option year, subject to review and approval as to form by General Counsel.

ATTACHMENTS

1. Cover Page - Fee Proposal, Report, Qualifications
2. Property Management Resolution - Linnet

Respectfully submitted,
Sylvia Martinez, Director of Housing Development

ISLAND CITY DEVELOPMENT
701 Atlantic Avenue
Alameda, CA 94501

The staff presentation, HavenCORE Qualifications, and HavenCORE Fee Proposal are provided in 6A (Constitution and Eagle LP - Rosefield Village) of this Agenda, ICD Board of Directors Special Meeting – Monday, August 24, 2026

ISLAND CITY DEVELOPMENT

Resolution No. 2026-___

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Mabuhay and Lakehurst, L.P. for Linnet Corner, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $70,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Mabuhay and Lakehurst, L.P. for Linnet Corner and National Community Renaissance of California with a not to exceed amount of $13,440, subject to review and approval as to form by General Counsel.

At a duly constituted meeting of the Board of Directors (the "**Board**") of Island City Development, a California nonprofit public benefit corporation ("**Corporation**"), held on August 24, 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, from which one firm was selected 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 a new property management firm 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 to Authorize the President to Negotiate and Execute a Property Management Agreement between Mabuhay and Lakehurst, L.P. for Linnet Corner, and National Community Renaissance of California for

Property Management Services (HavenCORE), with a not to exceed amount of $70,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Mabuhay and Lakehurst, L.P. for Linnet Corner and National Community Renaissance of California with a not to exceed amount of $13,440, subject to review and approval as to form by General Counsel..

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

ITEM 6.D

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Sylvia Martinez, Director of Housing Development
Date:	August 24, 2026
Re:	Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Lakehurst and Mosley, L.P. for **Estuary I**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $55,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Lakehurst and Mosley, L.P. for Estuary I and National Community Renaissance of California with a not to exceed amount of $9,450, subject to review and approval as to form by General Counsel.

BACKGROUND

The property management agreement with Asset Living (formerly known as FPI Management, Inc.), to manage Lakehurst and Mosley, LP (Estuary I) is set to expire on December 31, 2026. In anticipation of the contract expiration and to support the Agency's operational goals, the Housing Authority of City of Alameda (AHA) and its affiliated entities, including Island City Development (ICD), 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:

1. Abode Property Management
2. Aje Scott Advisor Group LLC
3. Asset Living
4. Bell Properties, Inc.
5. EBMC Real Estate and Property Management
6. Fairstead
7. Lindquist, von Husen & Joyce LLP
8. National Community Renaissance of California (HavenCORE)
9. Visionary Property Management Group
10. WSH Management

Firms Lindquist, von Husen & Joyce LLP and Aje Scott Advisor Group LLC provided qualifications for third party property management financial services, which will be reviewed at a later time. 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.

ICD has elected to proceed to negotiate with National Community Renaissance of California (HavenCORE) for property management services, and is seeking authorization to execute a contract with such selected consultant, subject to review and approval by any applicable lenders, investor, or insurance provider, and as to form by General Counsel. The contemplated contract terms shall include (i) a one-year term, with four 1-year options, and a total term not to exceed 5 years if all options are exercised, (ii) an effective date of October 1, 2026 or later if approval from one or more parties is still pending, and (iii) includes a not to exceed amount of $55,000 for the first year to include the Base Management Fee of 3.5%, compliance fee of $10 per unit per month, and accounting fee of $5 per unit per month.

DISCUSSION

Following the evaluation committee's assessment and recommendations, the interview panel proposed awarding the property management portfolio between the top two ranked firms. To facilitate the transition planning, the two proposed firms had executed Non-Disclosure Agreements (NDAs) with AHA. In June 2026, Staff informed the Board of Directors on the RFQ process and the proposed direction. Since the meeting, Staff proposes to award the LIHTC portfolio owned by ICD to the top Proposer, National Community Renaissance of California (HavenCORE).

HavenCORE is a nonprofit developer and manager of affordable housing. HavenCORE manages a diverse portfolio of over 14,000 units. HavenCORE provided the Evaluation Committee with insight on its resident-centric approach and has shown their dedication and commitment to exceeding the needs of residents by providing resources, responsiveness and community events. The Committee was also impressed by the firm’s legal compliance expertise. HavenCORE’s team consists of experts in landlord and tenant laws, fair housing regulations and strict adherence to pertinent regulations, minimizing legal risks and protecting the rights of both tenants and property owners.

Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination. HavenCORE has worked diligently with staff to coordinate the draft Property Management Agreement (PMA) and the Management Transition Addendum. The remaining property management contracts for AHA and AAHC will be brought to the AHA and AAHC Board for approval in September or possibly later.

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 prior to the contracts' expiration date. There may temporarily be overlap in operational and transitional related expenses during this period. Under their current contracts, Asset Living has a responsibility to transition the properties at the end of the contract. To initiate a staggered approach of property management transition, the Agency proposes to enter into an agreement with the new property management firm for Lakehurst and Mosley, LP (Estuary I) on November 1, 2026. Staff 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. The transition of services and the execution of the Property Management Agreement (PMA) is subject to review by lender and investor, as well as other funders.

FISCAL IMPACT

HavenCORE's Base Management fee includes 3.5% of total collections. This property has 45 total units and approximate annual collections of $1,234,686.80 (mainly tenant rent and HAP). The firm also proposes a mandatory add-on compliance fee of $10 per unit per month, which covers regulatory compliance oversight, and an accounting fee of $5 per unit per month to cover property-level accounting services. The approximate fee for the first year is expected to be $8,100 for compliance and accounting fees. The first year annual fee is expected to be $55,000.

During the Transition Period, 60 to 90 days prior to the Property Management Commencement Date, a fee of $70 per unit per month (approx. $9,450.00 for this property) will be charged for each community. HavenCORE has also provided proposed front-line costs for staffing and administrative management costs, which are included in which are included in the "Cover Page - Fee Proposal" attachment. Due to the anticipated phased transition process between the property management companies, 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.

CEQA

Not applicable

RECOMMENDATION

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Lakehurst and Mosley, L.P. for **Estuary I**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $55,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Lakehurst and Mosley, L.P. for Estuary I and National Community Renaissance of California with a not to exceed amount of $9,450, subject to review and approval as to form by General Counsel.

ATTACHMENTS

1. Cover Page - Fee Proposal, Report, Qualifications
2. Property Management Resolution - Est I

Respectfully submitted,
Sylvia Martinez, Director of Housing Development

ISLAND CITY DEVELOPMENT
701 Atlantic Avenue
Alameda, CA 94501

The staff presentation, HavenCORE Qualifications, and HavenCORE Fee Proposal are provided in 6A (Constitution and Eagle LP - Rosefield Village) of this Agenda, ICD Board of Directors Special Meeting – Monday, August 24, 2026

ISLAND CITY DEVELOPMENT

Resolution No. 2026-___

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Lakehurst and Mosley, L.P. for Estuary I, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $55,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Lakehurst and Mosley, L.P. for Estuary I and National Community Renaissance of California with a not to exceed amount of $9,450, subject to review and approval as to form by General Counsel.

At a duly constituted meeting of the Board of Directors (the "**Board**") of Island City Development, a California nonprofit public benefit corporation ("**Corporation**"), held on August 24, 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, from which one firm was selected 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 a new property management firm 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 to Authorize the President to Negotiate and Execute a Property Management Agreement between Lakehurst and Mosley, L.P. for **Estuary I**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $55,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Lakehurst and Mosley, L.P. for Estuary I and National Community Renaissance of

California with a not to exceed amount of $9,450, subject to review and approval as to form by General Counsel.

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

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

To:	Board of Directors Island City Development
From:	Sylvia Martinez, Director of Housing Development
Date:	August 24, 2026
Re:	Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Sherman and Buena Vista, L.P. for **Littlejohn Commons**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $40,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Sherman and Buena Vista, L.P. for **Littlejohn Commons** and National Community Renaissance of California with a not to exceed amount of $6,510, subject to review and approval as to form by General Counsel.

BACKGROUND

The property management agreement with Asset Living (formerly known as FPI Management, Inc.), to manage Sherman and Buena Vista, LP (Littlejohn Commons) is set to expire on December 31, 2026. In anticipation of the contract expiration and to support the Agency's operational goals, the Housing Authority of City of Alameda (AHA) and its affiliated entities, including Island City Development (ICD), 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:

1. Abode Property Management
2. Aje Scott Advisor Group LLC
3. Asset Living
4. Bell Properties, Inc.
5. EBMC Real Estate and Property Management
6. Fairstead
7. Lindquist, von Husen & Joyce LLP
8. National Community Renaissance of California (HavenCORE)
9. Visionary Property Management Group
10. WSH Management

Firms Lindquist, von Husen & Joyce LLP and Aje Scott Advisor Group LLC provided qualifications for third party property management financial services, which will be reviewed at a later time. 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.

ICD has elected to proceed to negotiate with National Community Renaissance of California (HavenCORE) for property management services, and is seeking authorization to execute a contract with such selected consultant, subject to review and approval by any applicable lenders, investor, or insurance provider, and as to form by General Counsel. The contemplated contract terms shall include (i) a one-year term, with four 1-year options, and a total term not to exceed 5 years if all options are exercised, (ii) an effective date of November 1, 2026 or later if approval from one or more parties is still pending, and (iii) includes a not to exceed amount of $40,000 for the first year to include the Base Management Fee of 3.5%, compliance fee of $10 per unit per month, and accounting fee of $5 per unit per month.

DISCUSSION

Following the evaluation committee's assessment and recommendations, the interview panel proposed awarding the property management portfolio between the top two ranked firms. To facilitate the transition planning, the two proposed firms had executed Non-Disclosure Agreements (NDAs) with AHA. In June 2026, Staff informed the Board of Directors on the RFQ process and the proposed direction. Since the meeting, Staff proposes to award the LIHTC portfolio owned by ICD to the top Proposer, National Community Renaissance of California (HavenCORE).

HavenCORE is a nonprofit developer and manager of affordable housing. HavenCORE manages a diverse portfolio of over 14,000 units. HavenCORE provided the Evaluation Committee with insight on its resident-centric approach and has shown their dedication and commitment to exceeding the needs of residents by providing resources, responsiveness and community events. The Committee was also impressed by the firm’s legal compliance expertise. HavenCORE’s team consists of experts in landlord and tenant laws, fair housing regulations and strict adherence to pertinent regulations, minimizing legal risks and protecting the rights of both tenants and property owners.

Upon approval, staff will coordinate the transition planning, including operational assessment and staffing coordination. HavenCORE has worked diligently with staff to coordinate the draft Property Management Agreement (PMA) and the Management Transition Addendum. The remaining property management contracts for AHA and AAHC will be brought to the AHA and AAHC Board for approval in September or possibly later.

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 prior to the contracts' expiration date. There may temporarily be overlap in operational and transitional related expenses during this period. Under their current contracts, Asset Living has a responsibility to transition the properties at the end of the contract. To initiate a staggered approach of property management transition, the Agency proposes to enter into an agreement with the new property management firm for Sherman and Buena Vista, LP (Littlejohn Commons) on November 1, 2026. Staff 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. The transition of services and the execution of the Property Management Agreement

(PMA) is subject to review by lender and investor, as well as other funders.

FISCAL IMPACT

HavenCORE's Base Management fee includes 3.5% of total collections. This property has 31 total units and approximate annual collections of $876,216.60. (mainly tenant rent and HAP). The firm also proposes a mandatory add-on compliance fee of $10 per unit per month, which covers regulatory compliance oversight, and an accounting fee of $5 per unit per month to cover property-level accounting services. The approximate fee for the first year is expected to be $5,580 for compliance and accounting fees. The total annual first year cost is expected to be $40,000.

During the Transition Period, 60 to 90 days prior to the Property Management Commencement Date, a fee of $70 per unit per month (approx. $6,510.00 for this property) will be charged for each community. HavenCORE has also provided proposed front-line costs for staffing and administrative management costs, which are included in which are included in the "Cover Page - Fee Proposal" attachment. Due to the anticipated phased transition process between the property management companies, 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.

CEQA

Not applicable

RECOMMENDATION

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Sherman and Buena Vista, L.P. for **Littlejohn Commons**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $40,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Sherman and Buena Vista, L.P. for **Littlejohn Commons** and National Community Renaissance of California with a not to exceed amount of $6,510, subject to review and approval as to form by General Counsel.

ATTACHMENTS

1. Cover Page - Fee Proposal, Report, Qualifications
2. Property Management Resolution - Littlejohn

Respectfully submitted,
Sylvia Martinez, Director of Housing Development

ISLAND CITY DEVELOPMENT
701 Atlantic Avenue
Alameda, CA 94501

The staff presentation, HavenCORE Qualifications, and HavenCORE Fee Proposal are provided in 6A (Constitution and Eagle LP - Rosefield Village) of this Agenda, ICD Board of Directors Special Meeting – Monday, August 24, 2026

ISLAND CITY DEVELOPMENT

Resolution No. 2026-___

Adopt a Resolution to Authorize the President to Negotiate and Execute a Property Management Agreement between Sherman and Buena Vista, L.P. for Littlejohn Commons, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $40,000 for the first year, and to Authorize the President to Negotiate and Execute the Management Transition Addendum between Sherman and Buena Vista, L.P. for Littlejohn Commons and National Community Renaissance of California with a not to exceed amount of $6,510, subject to review and approval as to form by General Counsel.

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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, from which one firm was selected 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 a new property management firm 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 to Authorize the President to Negotiate and Execute a Property Management Agreement between Sherman and Buena Vista, L.P. for **Littlejohn Commons**, and National Community Renaissance of California for Property Management Services (HavenCORE), with a not to exceed amount of $40,000 for the first year, and to Authorize the President to Negotiate and Execute the Management

Transition Addendum between Sherman and Buena Vista, L.P. for **Littlejohn Commons** and National Community Renaissance of California with a not to exceed amount of $6,510, subject to review and approval as to form by General Counsel.

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

ICD Resolutions

4843-8323-0790, v. 6

ITEM 6.F

ISLAND CITY DEVELOPMENT

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

To:	Board of Directors Island City Development
From:	Siyuan (Steven) Zhou, Management Analyst
Date:	August 24, 2026
Re:	Adopt a Resolution for a Technology Disruption Policy as a voluntary policy to align with the July 1st, 2026 Brown Act changes required of larger entities.

BACKGROUND

Effective July 1, 2026, an eligible legislative body that offers remote public participation must do so through (1) a two-way audiovisual platform and two-way telephonic service, or (2) two-way telephonic service alone. The same statute requires the body to adopt, at a noticed public meeting held in open session and outside the consent calendar, a policy addressing what happens if that telephonic or internet service is disrupted during a meeting.

DISCUSSION

Island City Development is not an eligible legislative body subject to Government Code Section 54953.4 of the Brown Act. Accordingly, a Technology Disruption Policy is not required of ICD, but is good practice, so the staff are bringing forth this policy voluntarily.

The Technology Disruption Policy states policy and procedures in the event of a technology-related disruption to remote access to the Board of Directors's meeting. It also covers steps staff would take to restore service in such an event and how the Board would determine whether or not to reconvene the Board of Directors’s meeting. Lastly, this policy contemplates what would be documented after the disruption. This policy is intended to satisfy that requirement and to give the Board of Directors (BOD), staff, and the public clear, predictable steps to follow if a disruption occurs, while preserving the Board’s ability to complete necessary business.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Adopt a Resolution for a Technology Disruption Policy as a voluntary policy to align with the July 1st, 2026 Brown Act changes required of larger entities.

ATTACHMENTS

1. Technology Disruption Policy Presentation
2. ICD Resolution -Technology Disruption Policy 2026
3. ICD Technology Disruption Policy 2026

Respectfully submitted,

Siyuan Zhou

Siyuan (Steven) Zhou, Management Analyst

Technology Disruption Policy

Management Analyst: Steven Zhou

Housing Authority of the City of Alameda

1

Background

- Effective July 1, 2026, an eligible legislative body that offers remote public participation must do so through (1) a two-way audiovisual platform and two-way telephonic service, or (2) two-way telephonic service alone. The same statute requires the body to adopt, at a noticed public meeting held in open session and outside the consent calendar, a policy addressing what happens if that telephonic or internet service is disrupted during a meeting.

Housing Authority of the City of Alameda

2

Background

This policy is intended to satisfy that requirement and to give the Board of Commissioners (BOC), staff, and the public clear, predictable steps to follow if a disruption occurs, while preserving the Board's ability to complete necessary public business.

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

3

Discussion

- The AHA is not an eligible legislative body under this part of the Brown Act, and a Technology Disruption Policy is not required of the AHA, but is a good practice, so the staff are bringing forth this policy.

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

4

Discussion

- The Technology Disruption policy states policy and procedures in the event of a technology related disruption to remote access to the Board of Commissioner's meeting. It also went over steps staff would take to restore service in such event and how the Board would determine whether or not to reconvey the Board of Commissioner's meeting. Lastly, what would documented in terms of the disruption.

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

5

Recommendation

- Adopt a Resolution to approve the Technology Disruption Policy as a voluntary policy to align with the Brown Act changes required of larger entities starting July 1st, 2026.

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

6

Questions or Comments?

Housing Authority of the City of Alameda

www.alamedahsg.org

Housing Authority of the City of Alameda

7

ISLAND CITY DEVELOPMENT

Resolution No. 2026-___

A RESOLUTION BY THE ISLAND CITY DEVELOPMENT BOARD OF DIRECTORS TO ADOPT THE TECHNOLOGY DISRUPTION POLICY

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 August 18th, 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 Board considered the Technology Disruption Policy on August 19, 2026;

WHEREAS, the Corporation conducts its meetings in public formats and may from time to time experience technology disruptions that require alternative protocols to be followed;

NOW, THEREFORE, BE IT RESOLVED, 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 hereby approves the Technology Disruption Policy;

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:

[Signatures on next page]

ATTEST:

Vanessa M. Cooper
President

Alicia Southern
Secretary

Adopted:

Date

ISLAND CITY DEVELOPMENT
701 Atlantic Avenue
Alameda, CA 94501

TECHNOLOGY DISRUPTION POLICY

Background:
Effective July 1, 2026, an eligible legislative body that offers remote public participation must do so through (1) a two-way audiovisual platform and two-way telephonic service, or (2) two-way telephonic service alone. The same statute requires the body to adopt, at a noticed public meeting held in open session and outside the consent calendar, a policy addressing what happens if that telephonic or internet service is disrupted during a meeting. AHA and its affiliates are not eligible legislative bodies and are not required to have a policy but are adopting one voluntarily to ensure smooth running of meetings going forward.

ICD wishes to follow this policy to give the Board of Directors (BO), staff, and the public clear, predictable steps to follow if a disruption occurs, while preserving the Board's ability to complete necessary public business.

Procedures:

1. Recognizing Disruption

AHA staff who is performing IT support for BOD meetings will monitor the designated remote access platform(s) throughout the meeting. If staff, the Board, or any member of the public notifies the Board or staff that remote public access has been lost or substantially impaired and the issue cannot be resolved within 10 minutes of discovery, Staff will report to the Board and confirm that a technology disruption has occurred. Loss of access is defined as an inability to hear the meeting discussion and to provide meaningful input remotely. A disruption is not considered to have occurred if the error is at the user's end or if the video images are lost.

2. Recessing the Meeting

If a technology disruption at the meeting prevents the public from attending or observing the meeting through the agency's remote access method(s), the Board will recess the open session for at least one hour. During the recess, the Board may continue to meet in closed session on any item(s) properly noticed for closed session but may not take further action on items appearing on the open session agenda.

3. Good Faith Efforts to Restore Service

During the recess, AHA staff will make a good faith effort to restore remote public access, which may include, as applicable:

- Confirming whether the disruption originates with AHA's equipment, network, or platform, or with a third-party service provider;
- Restarting or reconnecting the affected platform, device, or connection;
- Contacting the applicable platform or service provider for support;
- Switching to a back-up or alternative means of providing remote access, where available; and
- Keeping the Board informed of the status and expected timing of restoration.
-

4. Reconvening After Service Is Restored

If remote public access is restored within the recess period, the Board will reconvene the open session and the meeting will proceed in the normal course.

5. Reconvening Without Remote Public Access

If remote public access has not been restored by the end of the recess, the Board may reconvene and continue the meeting without remote public access only after the Board makes the following findings by roll call vote:

- That AHA made a good faith effort to restore remote public access; and
- That the public interest in continuing the meeting outweighs the public interest in providing remote public access at that time.

The Board will consult with staff as to whether any essential matters need to be heard that night and may also vote to reconvene a special meeting at a different time.

6. Documentation

The minutes of any meeting affected by a disruption will reflect: the time the disruption was identified; the actions taken to restore service; the time and outcome of the recess; the roll call vote and findings made under Section 5, if applicable; and the time remote access was restored, if restored later in the meeting.

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