

13. Zoning/Subdivision. Borrower shall deliver to CITI certification from the local governmental authority (i) that the use of the Property as a multifamily residential complex complies with all zoning and subdivision ordinances and regulations applicable to the Property and that it is either a legal, conforming use or a legal, nonconforming use acceptable under CITI's underwriting standards, (ii) that the Property has been properly subdivided, and (iii) that the improvements on the Property can be rebuilt on the same location to their presently existing size, shape and density if partially or totally destroyed.

14. Access/Utilities. Borrower shall deliver to CITI evidence satisfactory to CITI that the Property is located on a publicly dedicated and maintained roadway or acceptable easement thereto, is served by public water and sewer systems, electricity and telephone service, and receives adequate municipal services (fire, police, transportation, among others).

15. Other Compliance. Borrower shall deliver to CITI evidence satisfactory to CITI that the Property, and Borrower's operation thereof, is in compliance with all local and/or state building, safety, health and fire codes, all clean air and water acts and other Hazardous Materials Laws (as hereinafter defined), and all equal opportunity, anti-discriminatory and fair housing requirements.

16. Survey. Borrower shall deliver to CITI a current, certified, "boundary" or "as-built" (as applicable) ALTA survey of the Property and surveyor's certificate, prepared by a registered engineer or surveyor approved by CITI. The survey and surveyor's certificate shall be satisfactory in form and substance to CITI and shall contain those matters set forth in CITI's survey instructions.

17. Flood Zone Map/Certification/Insurance. Borrower shall deliver to CITI a certification from Borrower's architect, engineer or surveyor stating whether the Property is located in a designated special Flood Plain Hazard area, as designated by appropriate federal agencies. If all or any portion of the Property is at any time during the term of the Loan, located in such an area, Borrower shall provide satisfactory evidence to CITI of the existence of flood insurance policies in the maximum amount required pursuant to applicable laws covering all of the improvements on the Property which lie within, are bounded by, or are in any way affected by such area.

18. Operating Documents. Borrower shall furnish copies of any form documents used for the Property and any equipment leases, licenses, franchises, permits, contracts, and any other agreements required for the operation, use, management or occupancy of the Property, and all such items shall be subject to written approval by CITI.

19. Financial Statements of Borrower and Guarantor. CITI shall receive, for its review and approval detailed financial statements for Borrower, any principal of Borrower and each Guarantor, certified by Borrower, such principal or the Guarantor, as the case may be. CITI may also require updated and/or recertified financial statements as of the Closing Date and again at regular intervals during the Interim Phase.

20. Environmental Assessment Report. CITI shall receive and approve a written report or reports from CITI's independent environmental inspectors confirming that the Property and any site within the vicinity of the Property (i) has not contained and does not currently contain any Hazardous Material or underground storage tanks or any other pollutants that could be detrimental to the Property, human health or the environment, (ii) does not contain radon gas in levels unacceptable to CITI, (iii) complies with all applicable Hazardous Material Laws and has not been identified by any environmental regulatory body as a site containing Hazardous Material or underground storage tanks, (iv) shows no other environmental problem that would bring the Property within the purview of any federal, state or local environmental law or ordinance, and (v) contains no residual effect due to the removal of storage tanks or Hazardous Material. All deficiencies with respect to any environmental matters which CITI deems to be material shall be corrected by Borrower at its own expense to the satisfaction of CITI. "Hazardous Material" means and includes, without limitation, mold, asbestos and any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, lead-based paint, chemicals known to cause cancer

or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic wastes, materials or substances under the Hazardous Material Laws. “Hazardous Material Laws” mean and include, all federal, state and local statutes, ordinances, regulations, orders, and decrees now or hereafter promulgated in connection with preserving the environment and/or the handling, storage, transport and disposal of Hazardous Material.

21. Separate Tax Parcel(s). The Property shall constitute one or more separate and distinct tax parcels for purposes of all real estate taxes and assessments. There shall be no overlap whatsoever between the Property and any other property which will not be subject to the first lien of the Security Instrument. Borrower shall also furnish the most recent tax bills for the Property.

22. Low-Income Housing Tax Credits (“LIHTC”). CITI must approve any land use restriction agreement or regulatory agreement regulating or restricting the use or manner of operation of the Property and requiring that the Property be operated as a residential rental project occupied by individuals of low income (as provided for in the Treasury Regulations under Section 42(g) of the Internal Revenue Code). Such regulatory agreement must provide that the Property shall at all times be operated in such manner as to comply with the requirements of the Internal Revenue Code, the Treasury Regulations and IRS Rulings for obtaining and for preserving the LIHTC. In addition, the eligibility of the Property for LIHTC shall be evidenced to CITI in a manner satisfactory to CITI. Such regulatory agreement must be reviewed and approved in writing by CITI.

23. Equity and Funding Conditions. CITI must approve the partners/members (including the Tax Credit Investor), the applicable investment agreement, and the organizational documents of Borrower. CITI must receive and approve evidence satisfactory to CITI in all respects that the amount of the equity contribution is projected to be at least the level used by CITI in underwriting the transaction. In addition, prior to the Closing Date, CITI must receive and approve evidence satisfactory to CITI in all respects that Borrower (i) has timely received all required equity contributions to be made to Borrower as of the Closing Date, (ii) has fully funded, for the benefit of the Property, all cash required to be invested in the Property as of the Closing Date, and (iii) has made satisfactory arrangements to fund all cash required to be funded after the Closing Date. Borrower must also provide and CITI must approve in writing any developer’s agreement relating to the Property.

24. Interim Phase Budget. CITI will require satisfactory evidence that other funds and Loan Proceeds are adequate to complete the Improvements and carry the costs of the Property (including but not limited to interest, taxes, insurance, and operating costs), as determined by CITI based upon its review of scope of work, the Appraisal and other relevant information. Citibank reserves the right to receive, review and approve all project expenditures made prior to closing.

25. Architectural Consultant and Construction Inspector. CITI shall have approved an architectural consultant to monitor the progress of the Improvements (the “Architectural Consultant”) and Borrower and the Architectural Consultant shall have executed and delivered to CITI a Construction Monitoring Agreement in form and substance acceptable to CITI, pursuant to which the Architectural Consultant shall agree to certify hard cost progress payments and to provide the certifications required pursuant to this Commitment upon completion of the Improvements. In addition, CITI will enter into an agreement directly with a construction inspector (“Construction Inspector”) for the benefit of CITI, but at the sole cost and expense of Borrower, to review the plans and specifications, contracts and budget for the Improvements and to monitor the progress of the construction of the Improvements in the manner required by CITI.

26. Approved Plans. CITI and its engineering consultants and the Construction Inspector shall have received and approved the plans and specifications for the Improvements (such plans and specifications, as approved by CITI are referred to herein as the “Approved Plans”), the budget for completion of the Improvements, a fixed or a guaranteed maximum price contract for completion of the Improvements with a general contractor acceptable to CITI and a construction draw schedule for the Improvements.

27. **Change Orders.** The Approved Plans and the Construction Contract, and any change orders issued thereunder, will be subject to the approval of CITI.

28. **Contractors.** The architect, general contractor and such other contractors and subcontractors with respect to the Property as shall be identified by Borrower and approved by CITI shall have acknowledged the collateral assignment of their respective contracts to CITI and agreed in writing to continue performance on behalf of CITI under their respective contracts without additional cost in the event of a default by Borrower, which agreements shall be in form and substance acceptable to CITI and its counsel.

29. **Payment and Performance Bonds.** To the extent indicated on Exhibit A hereto, Borrower shall be required to deliver to CITI payment and performance bonds with respect to its contractor and major subcontractors (as determined by CITI).

30. **Additional Documents.** Upon request by CITI, Borrower shall furnish CITI with any documentation being furnished to any other party lending or investing in the Property (including CITI), including any plans for the Improvements, construction budgets, contracts and disbursement requests. In addition, Borrower shall deliver to CITI all other documents, instruments and other items required by CITI in connection with the financing of the Project.

31. **Fees and Expenses.** Borrower shall have paid the Origination Fee (as hereinafter defined) and any other costs and expenses then due and payable pursuant to the provisions of this Commitment.

**C. Fees and Expenses.** Borrower shall be responsible for the following fees and expenses in connection with the financing:

1. **Application Fee.** Borrower hereby acknowledges requirement of an application fee (the “Application Fee”) as set forth in the Preliminary Commitment Terms, which amount shall be non-refundable. In the event additional funds are required to complete CITI’s review and due diligence, Borrower will be advised of such costs in advance. Any and all additional costs will be billed to Borrower as they are incurred. The Application Fee is applicable toward third party reports, underwriting and processing (as set forth in the Preliminary Commitment Terms), and CITI’s legal fees.

2. **Origination Fee.** The Origination Fee as set forth in Exhibit A shall be due and payable on the Closing Date. The Origination Fee reflects a fee payable to CITI in exchange for providing financing for the Project.

3. **Fees and Expenses.** Borrower shall pay when due, whether or not a Loan closing occurs, all reasonable and actual expenses, fees and charges with respect to the Loans and their processing and closing, or in any way connected therewith, including, without limitation, appraisal fees, survey costs, title insurance costs, architectural fees, engineering fees, inspection fees, mortgage or similar taxes and all attorneys’ fees and legal costs of CITI. Without limiting the foregoing, Sponsor specifically agrees to pay all costs relating to document preparation and review of real estate due diligence items by counsel to CITI.

**D. Assignment; Acceptance; Termination.**

1. **Acceptance.** In order for this Commitment to be effective, Sponsor must execute a copy of this Commitment and return it to CITI within five (5) business days after the date first set forth above (the “Outside Acceptance Date”), time being of the essence.

2. **Expiration.** This Commitment must be accepted, and the LIHTC must be allocated prior to the Outside Closing Date set forth in Exhibit A , or this Commitment shall terminate and be of no further force and effect. In the event that Sponsor does not obtain an allocation for the full amount of the LIHTC at least thirty (30) days prior to the Outside Closing Date, Sponsor may request an extension of this Commitment (not to exceed ninety (90) days), which extension shall be in CITI’s sole discretion.

3. **Termination.** CITI may terminate this Commitment at any time if:

- a. Any material adverse change (financial or otherwise) shall occur at any time prior to the Closing Date with respect to (i) the Property, the proposed Improvements, and/or the other security for the Loan, or (ii) the credit of Borrower and/or Sponsor (and/or any of the principals of Borrower and/or Sponsor) or any Guarantor or any other person or entity connected with the Loan, or (iii) any other source of repayment of the Loan.
- b. Any part of the Property shall have been taken in condemnation or other like proceeding, or any such proceeding is pending or threatened as of the Closing Date, or any part of the Property is damaged and not repaired to CITI's satisfaction prior to the Closing Date.
- c. If requested, certifications of the non-occurrence of (a) and (b) above, in form acceptable to CITI, are not executed by Borrower on the Closing Date, or if Borrower has not delivered on the Closing Date updated personal financial statements for any Guarantor.
- d. After acceptance of this Commitment, the Loan is not closed on or prior to the Outside Closing Date (as the same may be extended pursuant to Section E2. hereof).
- e. If, in CITI's sole judgment, CITI's underwriting and due diligence indicate the reasonable possibility of a material adverse change in the Property, the proposed Improvements, the Sponsor, the Borrower and/or any Guarantor.
- f. If the OFAC representation and warranty in Section F5. is no longer true and correct.

Upon termination, Sponsor shall pay to CITI any other reasonable damages CITI may have incurred due to non-delivery of the Loan. **Sponsor's or Borrower's obligation to pay all amounts due under this Commitment shall survive the termination or expiration of this Commitment.** If Sponsor or Borrower fails or refuses to comply with the terms of this Commitment, CITI, at its option, shall have the right to enforce any rights and remedies it may have at law or in equity, including, but not limited to, the collection of costs and expenses arising out of such breach, including reasonable attorneys' fees and disbursements.

4. Final Underwriting. By accepting this Commitment, Sponsor expressly acknowledges that the obligation of CITI to provide the Loan is subject to the completion of final loan underwriting by CITI, final CITI loan committee approval, and the satisfaction of any additional or differing conditions including interest rates that may be required by CITI as a result of such committee approval. By accepting this Commitment, Sponsor expressly acknowledges that the obligation of CITI to provide the financing described in this Commitment is subject to the satisfaction of the obligations and terms and conditions required by Citi for new construction and rehabilitation projects.

#### **E. Miscellaneous.**

1. Further Assurances. Sponsor hereby expressly acknowledges that CITI intends to incur costs upon Sponsor's acceptance of this Commitment. Upon acceptance of the Commitment, Sponsor shall be strictly obligated to close the transaction contemplated hereby. Sponsor acknowledges that failure to close the transaction will subject CITI to substantial costs and damages. Therefore, Sponsor hereby expressly agrees:
  - a. To perform all of the requirements, terms and conditions contained herein at the time and in the manner herein and as required by CITI.
  - b. Refrain from taking any action that would result in CITI's inability to arrange for the provision of the Loan.
  - c. Upon the request of CITI, to re-execute or ratify any of the Mortgage Documents.
2. Indemnification for Brokerage Commissions. Sponsor acknowledges and agrees that any fees due for Loan origination services shall be Sponsor's sole responsibility. Borrower and Sponsor shall indemnify

and hold CITI harmless from and against any and all claims, demands and liability for brokerage commissions, assignment fees, finders' fees or other compensation whatsoever arising from the issuance of this Commitment or the making of the Loan that may be asserted against CITI **by any person or entity. Sponsor's and Borrower's obligation to indemnify CITI hereunder shall survive the termination or expiration of this Commitment.**

3. Authorization. Sponsor and the undersigned Guarantor hereby authorize CITI to obtain and forward any and all credit information, including credit reports and financial statements and all other information of any kind received or reasonably required in connection with this Commitment to any potential investor.

4. Exclusivity. The terms and provisions of this Commitment are intended for the sole and exclusive benefit of CITI and Borrower, and not for the benefit of, nor for the purpose of being relied upon, by any other party.

5. OFAC Provisions. Sponsor hereby represents and warrants that no portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity. Sponsor further represents and warrants that to the best of Sponsor's knowledge, after having made diligent inquiry, Sponsor, Borrower, each Person owning a direct or indirect interest in Borrower, each Guarantor, each person owing a direct or indirect interest in each Guarantor, the Property Manager, and each tenant at the Property: (a) is not currently identified on OFAC List, and (b) is not a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. The Sponsor further acknowledges and agrees that it shall have a continuing obligation during the processing of this Commitment to notify CITI promptly if it knows or has reason to believe that the representations and warranties contained herein are no longer correct. Sponsor has implemented procedures, and will consistently apply those procedures throughout the term of the Loan, to ensure the foregoing representations and warranties remain true and correct during the term of the Loan. For the purposes hereof, "OFAC List" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Requirements of Law, including, without limitation, trade embargos, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States, which OFAC List is accessible through the internet website <http://www.treasury.gov/ofac/downloads/t11sdn.pdf> and "Person" means an individual, partnership, limited partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

6. Borrower's Representations. The validity of this Commitment and CITI's obligations hereunder shall at all times be subject to the accuracy and validity of all information and representations furnished by Sponsor to CITI with regard to the Loan and Tax Credits, which shall have been and shall continue to be true and not misleading in all material respects.

7. Loan Data. All inspections, reports, appraisals, environmental studies or other data submitted to, commissioned for, conducted or produced by or for CITI are for its benefit and use and shall be the property of CITI. No right of inspection or approval contained in this Commitment shall be deemed to impose upon CITI any duty or obligation whatsoever to take any action or to notify any person with respect thereto, and no liability shall be imposed upon any such party and no warranty shall be deemed or construed to arise by reason of any inspection undertaken or approval given by any such party, its agents, employees or representatives, any such inspections and approvals being made solely for the benefit of such party. **The provisions of this paragraph shall survive the termination or expiration of this Commitment.**

8. Discretion. In any instance where the consent or approval of CITI may be given or is required, or where any determination, judgment or decision is to be rendered by CITI under this Commitment, the granting, withholding or denial of such consent or approval and the rendering of such determination,

judgment or decision shall be made or exercised by CITI (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

9. Waiver. CITI reserves the right, in its sole discretion, to waive in whole or part any of the terms, requirements and conditions in this Commitment, the Mortgage Documents or other documents referenced herein; provided, however, that such waiver shall in no event be construed to constitute a waiver of the applicable terms, requirements or conditions as they may apply in the future.

10. Successors and Assigns. Sponsor acknowledges and agrees that CITI at its option may assign or otherwise transfer the Loan and all documents evidencing and securing the Tax Credits including, but not limited to, this Commitment, to other parties subsequent to the execution of this Commitment. Neither Sponsor nor Borrower may assign its rights, interest, or obligations under this Commitment without first obtaining CITI's prior written consent. This Commitment shall be binding upon the successors and permitted assigns of Borrower.

11. Governing Law. This Commitment shall be governed by and construed in accordance with the laws of the State of New York. Sponsor agrees that any legal action that may arise out of this Commitment will be commenced only in the United States District Court, Southern District of New York, or New York State Courts sitting in New York County, New York, and Sponsor hereby submits to the jurisdiction of any such court. All Mortgage Documents (other than this Commitment) shall be governed by the laws of the State where the Property is situated. **The governing law election with respect to this Commitment shall survive the termination or expiration of this Commitment.**

12. WAIVER OF TRIAL BY JURY. SPONSOR AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS PRELIMINARY COMMITMENT OR THE RELATIONSHIP BETWEEN CITI AND BORROWER OR SPONSOR THAT IS TRIABLE OF RIGHT BY A JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN BY SPONSOR KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL AND APPLIES TO ALL ACTIONS WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE. **THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS COMMITMENT.**

13. Survival. The covenants, terms and conditions set forth in this Commitment shall not survive the Closing Date (unless expressly provided to the contrary). In the event of any conflict between this Commitment and the Mortgage Documents, the Mortgage Documents shall prevail.

14. Confidentiality. The provisions of this Commitment and all of the terms and conditions contained herein are confidential and Sponsor shall not share this Commitment, or the terms and conditions contained herein, with any third party. **This confidentiality provision shall survive the termination or expiration of this Commitment.**

15. Anti Tying Policy. CITI maintains a policy of strict compliance with the anti-tying provisions of the U.S. Bank Holding Company Act of 1956, as amended, and the regulations issued by the Federal Reserve Board implementing the anti-tying rules (collectively, the "Anti-tying Rules"). Moreover, our credit policies provide that credit must be underwritten in a safe and sound manner and be consistent with Section 23B of the Federal Reserve Act and the requirements of federal law. Consistent with these requirements and our Anti-tying Policy:

a. The extension of commercial loans or other products or services to you by CITI or any of its subsidiaries will not be conditioned on your taking other products or services offered by CITI or any of its subsidiaries or affiliates, unless such a condition is permitted under an exception to the Anti-tying Rules.


- b. CITI will not vary the price or other terms of any product or service offered by CITI or its subsidiaries on the condition that you purchase another product or service from CITI or any CITI affiliate, unless CITI is authorized to do so under an exception to the Anti-tying Rules.
- c. CITI will not require you to provide property or services to CITI or any affiliate of CITI as a condition to the extension of a commercial loan to you by CITI or any of its subsidiaries, unless such a requirement is reasonably required to protect the safety and soundness of the Loan.
- d. CITI will not require you to refrain from doing business with a competitor of CITI or any of its affiliates as a condition to receiving a commercial loan from CITI or any of its subsidiaries, unless the requirement is reasonably designed to ensure the soundness of the Loan.

[No Further Text on this Page]

If you have any questions relating to this Commitment, or if we can be of any further assistance, please do not hesitate to let us know.

Very truly yours,

CITIBANK. N.A., a national banking association

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

Name: Hao Li

Title: Authorized Signatory

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

Date: 03.14.2025

**SPONSOR:**

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

Name: Lori Allgood

Title: COO



**EXHIBIT A**

**PRELIMINARY COMMITMENT TERMS**

This Exhibit A is an integral part of, and establishes additional terms, conditions and requirements of, the Commitment to which this is annexed.

**SUMMARY OF MORTGAGE LOAN TERMS**

Project:	U.S.VETS – E Street, a 30-unit multifamily new construction project.
Maximum Loan Amount:	An amount estimated to be \$774,141
Number of Units:	30
Low-Income Units:	29 units @ 30% of AMI 1 manager's unit.
Construction Loan Interest Rate:	A rate currently estimated to be 7.86%.
Origination Fee:	A fee, payable to CITI, equal to 1.00% of the amount of the Maximum Mortgage Loan Amount.
Guarantor(s):	TBD
Outside Closing Date:	TBD
Initial Construction Period:	20 months.
Possible Extension Period(s):	6 Months.
Loan Sizing Criteria:	<u>Maximum Loan to Cost: 80%.</u>
Approved Subordinate Financing:	The terms, conditions and documentation of the Approved Subordinate Financing, if any, including the form of subordination agreement subordinating the Approved Subordinate Financing to the Loan, are subject to the review and approval of CITI in its sole discretion.
Payment and Performance Bonds	The general contractor and the construction contract must be acceptable to CITI.
Tax Credit Equity Provider:	N/A, There is no LIHTC contemplated with this transaction. Any reference to LIHTC in this letter should be disregarded.

**EXHIBIT B**

**Initial Due Diligence Completed**

1. Review of proposed income and expense statements (budget).
2. Review of estimated sources and uses statement.
3. Review of financial information of Sponsor, Borrower and principals of each.



## U.S.VETS - E Street

1351 N. E Street, San Bernardino, CA 92405

### **52. Commitment letters, MOU(s), or formal agreements**

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**Kingdom Development, Inc.**  
U.S.VETS – E Street – Partnership MOU

March 5, 2025

Lori Allgood  
U.S.VETS Housing Corporation  
800 W 6th Street Ste 1505  
Los Angeles, CA 90017

Re: U.S.VETS – E Street – Partnership Memorandum of Understanding

Ms. Allgood,

Thank you for partnering with Kingdom Development, Inc. (Kingdom or MGP) to develop, own, and operate an affordable housing project to be called “U.S.VETS - E Street”, located in San Bernardino, CA.

Memorandum of Understanding:

Kingdom shall partner with U.S.VETS Housing Corporation (AGP) according to the following terms:

1. The AGP and MGP are the only General Partners of the partnership (the Partnership)
2. The AGP and MGP may use wholly owned special purpose LLCs to be admitted to the Partnership
3. The Partnership may eventually admit a Limited Partner that will contribute capital in consideration of certain tax benefits
4. The MGP may choose to have separate or joint legal representation, provided joint counsel is independent of AGP and experienced in affordable housing transactions
5. The Partnership will bear the cost of AGP’s and MGP’s individual or joint legal representation
6. Kingdom will provide the project with its TCAC experience
7. Kingdom will provide the project with its HCD experience
8. The Partnership will pay MGP an annual partnership management fee of \$15,000

Separate Agreements:

This understanding is by and between Kingdom and US VETS Housing Corporation regarding its partnership. It shall be considered separate from any service agreement Kingdom has with U.S.VETS Housing Corporation, its assignee, or the Partnership.

Eventual Agreements:

The general understanding of the parties to this memorandum is documented via a Partnership Agreement, a Developer Fee Sharing Agreement, and later, upon receipt of funding, an Amended and Restated Partnership Agreement.

Thank you again for partnering with Kingdom to expand the supply of affordable housing to low-income households. Please indicate our mutual understanding by signing below.



William Leach  
President  
Kingdom Development Inc.



Lori Allgood  
Chief Operating Officer  
U.S.VETS Housing Corporation



Memorandum of Understanding  
Between

**U.S.VETS Housing Corporation  
(USVHC, Managing Partner of To-be-formed Limited Partnership)  
AND  
United States Veterans Initiative (U.S.VETS)**

This Memorandum of Understanding (“MOU”) establishes an agreement between United States Veterans Initiative, (“U.S.VETS Inland Empire”) whose administrative address is 15305 6<sup>th</sup> Street, March ARB, CA, 92518, and U.S.VETS Housing Corporation (USVHC), a Managing Partner of To-be-formed Limited Partnership, to enter into a service agreement wherein U.S.VETS Inland Empire will be the primary Lead Service Provider for U.S.VETS – E Street (“Project”) located at 1351 North E. Street, San Bernardino CA 92405.

## **I. Agency Description**

Founded in 1992, U.S.VETS is a 501(c)(3) non-profit organization that provides housing, employment, and counseling services to military veterans and their families.

U.S.VETS is on a mission to end and prevent veteran homelessness. We empower veterans and families through housing, comprehensive services, and advocacy.

U.S.VETS is now the largest nonprofit veteran services provider with operations at 42 residential sites and service centers in 18 locations in 7 states across the country plus the District of Columbia and Territory of Guam. Making a significant difference in the lives of veterans and their families since its inception, U.S.VETS has:

- Engaged over 179,000 veterans through outreach;
- Provided over 57,000 veterans with housing and supportive services;
- Secured full-time employment for more than 14,100 veterans; and
- Received CARF (Commission on Accreditation of Rehabilitation Facilities, International) accreditation of all U.S.VETS sites.

The U.S.VETS - National Office is located at 800 West Sixth Street, Suite 1505 Los Angeles, CA 90017.

Together, the Parties enter this MOU to mutually promote the housing and supportive services for veterans and their families. Accordingly, U.S.VETS Inland Empire and U.S.VETS Housing Corporation operating under this MOU, agree as follows:

## **II. Purpose and Scope**

U.S.VETS Inland Empire and U.S.VETS Housing Corporation are entering into this MOU is for the purpose of supporting veterans and their families in a Permanent Supportive Housing environment.



Permanent Supportive Housing (PSH) is permanent housing in which housing assistance (e.g., long-term leasing or rental assistance) and supportive services are provided to assist households in achieving housing stability. Demographics will include:

- Veterans experiencing homelessness
- Veterans with disabilities
- Veterans with low income
- Veteran families (at least 1 veteran, and nucleus family members)
- Acceptable project subsidies for eligible veterans: able to be applied to veterans.

### III. Responsibilities

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

#### For U.S.VETS Inland Empire

<u>Contact Person</u>	<u>Address</u>	<u>Telephone</u>
Nicole Murray	15301 6 <sup>th</sup> St. March ARB, CA, 92518	951-212-0277

#### For U.S VETS Housing Corporation

<u>Contact Person</u>	<u>Address</u>	<u>Telephone</u>
Lori Allgood	800 W 6 <sup>th</sup> Street, Suite 1505 Los Angeles CA 90017	213-610-7649

The organizations agree to carry out the following tasks for this MOU:

#### U.S.VETS Inland Empire will:

##### Staffing:

- U.S.VETS Resident Services Coordinator/Veteran Support Specialist: minimum of 0.50 FTE.
- U.S.VETS Case Manager; minimum of 1 FTE

##### Services:

- Provide screening and intake of potential residents.
- Keep a screened and active referral list of those interested in housing programs.
- Provide community support services to residents of the project when needed.
- Provide information, linkage, and referrals to services where applicable.
- Provide access to applicable prevention resources when needed.
- Provide educational and skill building access and information.
- Provide workforce and employment support.
- Provide substance abuse and health related support or coordination and linkage.
- Provide mental health and whole-body health support or coordination and information.
- Provide staffing to residents for the safety and continuity of the community.



- Case management with individual service plans for VA-eligible tenants (secondary to any VA/VASH services if applicable and needed) and for non-VA-eligible/non-VASH tenants
- Benefits counseling and advocacy for VA-eligible (secondary to VA/VASH services if applicable and needed) and for non-VA-eligible
- Mental health care coordination or directly provided for VA-eligible and non-VA-eligible
- Substance use services coordination or directly provided for VA-eligible and non-VA-eligible
- Employment & OJT placement/training for VA-eligible and non-VA-eligible
- Education assistance/benefits information for VA-eligible and non-VA-eligible
- Financial counseling/debt counseling for VA-eligible and non-VA-eligible
- Childcare assistance/service coordination for VA-eligible and non-VA-eligible
- Family law service coordination with partner for VA-eligible and non-VA-eligible
- Life skills/soft skills for VA-eligible and non-VA-eligible
- Legal service coordination with partner for VA-eligible and non-VA-eligible
- Out-patient family therapy/counseling coordination or directly provided for VA-eligible (secondary to VA/VASH services if applicable and needed) and for non-VA-eligible
- Links to outplacements for VA-eligible (secondary to VA/VASH services if applicable and needed) and for non-VA-eligible
- Peer Support & advocacy for VA-eligible and non-VA-eligible
- Community building activities (including programming such as social and recreational activities, resident council, town hall meetings, and/or peer support activities)
- Service Coordinator or Other Services Specialist responsibilities include, but are not limited to:
  - providing tenants with information about available services in the community,
  - assisting tenants to access services through referral and advocacy, and
  - organizing community building and/or other enrichment activities for tenants (such as holiday events, tenant council, etc.).
  - Other services specialist include individualized assistance, counseling and/or advocacy to tenants, such as to assist them to access education, secure employment, secure benefits, gain skills or improve health and wellness.

The Case Management and Resident Service Coordination staff will be available throughout the week at a schedule that best meets the needs of the tenants, which may include normal business hours of 9:00am to 5:00pm, swing shifts, or weekend shifts while also coordinating schedules with leveraged resources or other service providers such as the VA and any VASH staff. These positions will also support tenants to access additional services throughout the community.

**The Parties will:**

- comply with the core components of Housing First as follows:
  - (1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
  - (2) Applicants are not rejected on the basis of 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.”





- (3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- (4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- (5) Participation in services or program compliance is not a condition of permanent housing tenancy.
- (6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
- (7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
- (8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
- (9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
- (10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
- (11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

#### **IV. Terms of Understanding**

Commencement of Services: U.S.VETS and USVHC will enter into a service agreement prior to commencement of supportive services. U.S.VETS will commence these supportive services to the tenants of the Project, on-site, within the first month of the Project's placed-in-service date and continue for the life of the project or until otherwise negotiated and agreed upon by both parties in writing or in accordance with Termination terms as set forth below.

The Parties understand that this MOU is contingent upon U.S.VETS Inland Empire continuing to receive sufficient funding and the absence of which may be cause for immediate, no-fault termination.

- For the life of the Property Ownership, and in no case less than 15 years.
- All Social Services shall be provided to all residents at the housing site, on a regular, ongoing basis.
- All services and/or classes will be voluntary and provided to the tenants at no charge.



- For service coordinator and case management services rendered, the service fee shall be a minimum of \$96,348 annually paid monthly at a minimum flat rate of \$8,029 with allowable CPI increases (3% minimum) each year, unless otherwise negotiated and agreed upon by both parties in writing.

Termination: This MOU may be terminated if funds are no longer available for U.S.VETS or with 90-day written notice by either party. The service agreement to be entered into shall have these same termination terms.

Amendments: The Parties understand this MOU may be further amended upon mutual written consent of both parties. Either party may request an amendment at any time. Any amendment will be effective upon mutual written consent from both parties and implemented on an agreed upon date. To the extent there is any conflict between the terms of the Amendment and this MOU, the terms of the Amendment shall control and govern. Except as amended, the MOU is otherwise ratified and affirmed. The Amendment may be executed in multiple counterparts, each of which shall have the force and effect of an original.

#### V. Authorization

The MOU signifies that the Parties agree to work together to achieve the objectives stated in the MOU. The preceding agreements in this MOU have been reviewed and agreed upon by authorized representatives of each Party.

I am authorized to sign this MOU on behalf of the organization I represent, named below.

#### United States Veterans Initiative:



Signature

6-21-24

Date

Nicole Starks-Murray  
Executive Director  
U.S.VETS-Inland Empire

#### U.S.VETS Housing Corporation:



Signature

06/21/24

Date

Lori Allgood  
Vice President,  
U.S.VETS/COO,  
USVHC

**MANAGEMENT PLAN  
FOR  
U.S. VETS- E STREET**

1. **THE ROLE AND RESPONSIBILITY OF THE OWNER AND RELATIONSHIP AND DELEGATIONS OF AUTHORITY TO THE MANAGING AGENT.**

U.S. VETS - E Street LLC (Owner) appoints Hyder & Company (Agent), as agent for the management of the residential units at U.S VETS - E Street located at 1351 North E. Street, San Bernardino, CA 92405 and Agent accepts the appointment.

The Owner has entered into a Management Contract with Hyder & Company, hereinafter referred to as Agent or Managing Agent.

- a. There is no legal or corporate relationship between the Owner and the Agent with the exception of the Management Contract. There is no identity of personnel, proximity or sharing of offices, or any other identity of interest. There is no relationship that would create a conflict of interest.
- b. The Site Manager will supervise the activities of the administrative and maintenance staff on the project. The Site Manager will be directly responsible to the Managing Agent who will set forth the responsibilities of day-to-day operations. The Managing Agent will be directly responsible to the Owner.

The Agent will make all decisions regarding the day-to-day operations of the project without consulting the Owner or in the event of extreme emergency, make decisions without consulting the Owner. The Agent will notify the Owner as soon as possible after any emergency decisions are implemented.

- c. The Agent will consult the Owner regarding all policy matters or those which the Agent is not authorized to handle under the terms of the Management Contract, and on all other matters which are of significance to the project. The Agent will meet with the Owner at regular intervals established by the Owner to review all project business and to update the Management Plan as directed by the Agency.
- d. The Owner will name an authorized contact person who will have total authority to act on behalf of the Owner and make all necessary decisions on Owner's behalf. The Owner will notify the Agent in writing of the name of the contact person prior to the inception of the Agreement, and thereafter when the contact person is changed. Agent will deal directly and exclusively with the authorized contact person.
- e. This Management Plan identifies decisions and requirements of the Owner including but not limited to disbursement amounts requiring Owner approval and documents required from the Owner.

- f. The responsibilities of the Owner and the Agent are clearly set forth in this document. All basic responsibilities and duties are clearly covered in this document and Agency's rules and regulations.
- g. The pro-rata division of singularly incurred operating expenses that are common to the parties and purchased by the Managing Agent are:  
Fidelity insurance, errors and omissions insurance, employee practices liability insurance, cyber insurance, tenant discrimination insurance & workers compensation insurance, all which are allocated to each project and the corporate office by number of employees at each location.

2. **PERSONNEL POLICY AND STAFFING ARRANGEMENTS.**

- a. All on-site personnel shall be contracted service providers or employees of Agent and shall be paid from the Operating Account as an expense of the project. Pursuant to the amounts provided in the Budget, Agent shall at all times have sufficient personnel physically present at the Project for the full and efficient performance of its duties under the Management Contract, including physical presence of responsible persons at such times as reasonably may be requested by Owner. The employees, their job descriptions, and salaries, shall be determined by Agent. All hiring will be in strict conformance with equal employment opportunity requirements provided by the Department of Fair Employment and Housing with regard for race, color, religion, sex, handicap, familial status, or national origin.
- b. The staffing plan for this property will include a manager and office staff as necessary to operate the project together with maintenance staff as required and as approved in the budget. Employees are never "on call" outside of normal duty hours, unless specifically required to cover emergency calls on a particular project.

**Mandatory Prerequisites for All Employees:**

Must possess high moral character, sound fiscal integrity, and qualify for fidelity bond.

Must be able to speak, read, write and understand English at least to the level of understanding the Injury and Illness Prevention Plan, and the ability to read all safety and warning labels and follow written or verbal instructions. Must be able to report in English to supervisory staff and authorities any emergency conditions that may exist from time to time.

Must additionally be able to understand and comply with both written and verbal instructions given in English regarding office operations, computer operations and technical Agency Requirements.

## Job Descriptions:

**Site Manager:** The Site Managers are in sole charge of the housing community to which they are assigned and as such must manage and direct operations of the housing community in accordance with the policies and procedures prescribed by the Owner, the Governing Agency, Management Agent and Fair Housing Laws.

### In order to qualify for this position an employee:

- Must be competent in basic computer skills, typing, spelling, telephone techniques and basic mathematics.
- Must have the ability to speak, read, write and understand English. Be able to comply with both the written and verbal instructions given in English.
- Must be able to follow the Injury and Illness Prevention Plan and have the ability to read all safety and warning labels and follow written and verbal instructions.
- Must have the specific ability to follow & give technical instructions.

### The Employee will be expected to:

- Become proficient in the operation of the property computer, scanner, copier, calculator and any other office machines necessary.
- Adhere to office schedule as approved by supervisor and according to the needs of the property.
- Present a professional appearance, dressing according to business etiquette.
- Attain a working knowledge of the following software: Yardi.
- Attend educational courses as directed by Human Resources or Supervisor and pass Agency-required or Employer tests.
- Become fully competent in Agency rules and procedures within ninety days of hire. Must be able and willing to follow all procedures in Manager's Handbook and Agency Instructions. Maintain property in compliance with the appropriate agency.
- Supervise personnel; keep staff personal calls, social networking, cell phone usage limited to breaks and emergency needs.

### The Employee's responsibilities will include but are not limited to the following:

- Implementation of the Management Plan, Affirmative Fair Housing Marketing Plans, Agency and Company policies and the Manager's Handbook provided by employer.

- Review of prospective resident's rental applications for initial eligibility. Rental of Apartments in accordance with Agency Requirements, Tenant Selection Plan and the Wait List. Completion of lease agreements and conducting entry interviews with new tenants outlining conditions and terms for occupancy along with the completion of the entire application and Agency certification. The application process for move in (when a unit is available) should take no more than 14 working days and commence no later than 24 hours after a 30-day notice to vacate is given.
- Providing residents with their interim and annual recertification paperwork along with conducting recertification interviews assuring all paperwork is done on time and in accordance with Agency requirements.
- Collection of rent in a timely manner, issuance of receipts and serving the appropriate late rent notices on time. Making daily bank deposits.
- Walking the property at least once a week for physical inspections and vacancy verifications and one time per month at night to check lighting. Completing semi- annual unit inspections twice a year.
- Perform and report all business and transactions to the Corporate Office on a timely basis in accordance with the Manager's Handbook and monthly Site Manager Calendar.
- Proper preparation and submission in a timely manner of timecards, corporate reporting and required property reports as stated in the Monthly Site Calendar and Manager's Handbook.
- Supervision of maintenance and other personnel which includes performance of annual evaluations and documented interim consultations. These are to be reviewed by the Supervisor prior to presentation to employee after which the original is sent to the Corporate Office to be filed in the employee's personnel file.
- Selection of outside contractors in accordance with the Manager's Handbook. This includes but is not limited to obtaining competitive bids, initiating approval of contractors, and verifying and collecting insurance certificates for workers compensation and liability insurance from all contractors and their sub- contractors.
- Handling the Purchasing process for the community. This includes but is not limited to the preparation of Purchase Order Requests, verification of receipt of purchases, and first review and submission of invoices to accounts payable in accordance with the written OPS procedures. Accounting for petty cash. Arranging for approved outside services, such as trash collection, utility service, mail service, telephone installation, exterminators, etc., as required.

- Establishing good resident relation policies and adhering to housing assignment procedures. Promoting harmonious relationships among residents, housing personnel, and persons of neighboring communities. In resolving complaints of residents, the manager must be able to handle problems with discretion and fairness in accordance with Fair Housing.
- The position requires a great deal of personal contact with other people and agencies. Manager must maintain good working relations with the local police and fire departments, governing officials, any other community resources that are programmed and designed to assist the residents as well as owners, vendors and other employees.
- Being available to assist, in any means necessary, for all file audits and physical inspections by Government Agencies or the Management Company.
- Keep proper documentation of resident files, incident reports, and other events related to the property.

In some instances, the employee will:

- Be required to be bilingual in English and Spanish.
- Be able to report in English to supervisory staff and authorities any emergency conditions that may exist from time to time. Then must have the flexibility to follow through on the handling of said emergencies in accordance with the Crisis Management Procedure.
- Be asked to assist in the management of other properties or the training of a new manager.
- Need to go to court on an eviction, small claims issue or another legal situation that may arise.
- Perform such duties as may be requested from time to time by their Supervisor or other Corporate personnel.

**Assistant Site Manager:** The Site Manager and Assistant Site Managers are in charge of the housing complex and as such must manage and direct operations of the housing project in accordance with the policies and procedures prescribed by the Owner, the governing agency and Management Agent.

The position requires a great deal of personal contact with other people. The assistant manager must be able to handle problems with discretion and fairness. Their independent judgment can determine the success or failure of the project. In order to qualify for this position an employee must be competent in typing, spelling, telephone techniques and basic mathematics. In some instances, the

employee will be required to be bilingual in English and Spanish.

The Assistant Site Manager will follow the instructions of the Site Manager in all of the following areas:

Make certain that all outside contractors or sub-contractors provide certificates that provide proof of liability and workers compensation insurance before any work can be done on the property.

Prepare payment requests and accounts payable, receive and account for funds. Purchase approved supplies and arrange for approved outside services, such as trash collection, utility service, mail service, telephone installation, exterminators, etc., as required.

Become proficient in the operation of the project computer and software. Computer literacy is preferred.

Assist prospective tenants in preparing applications for initial eligibility and recertification. Rent apartments. Complete lease agreement forms and conduct entry interviews with new tenants, outlining conditions and terms for occupancy. Review housing applications, select tenants, and assign dwelling units. Collect rent and issue receipts. Implement this Management Plan and Agreement and the Affirmative Fair Housing Marketing Plan. Be totally familiar with company policy and the Manager's Handbook provided by employer.

Establish good tenant relation policies and adhere to housing assignment procedures. The Assistant Manager is a key part of promoting harmonious relationships among tenants, housing personnel, and persons of neighboring communities. Resolving complaints of tenants. Maintaining good working relations with the local police and fire departments, governing officials, and other community resources and social programs designed to assist the tenants and enhance the quality of life at the complex.

Must attend educational courses as directed and pass Agency-required and Employer tests. Must become fully competent in agency rules and procedures. Must be able and willing to follow all procedures in Managers Handbook and Agency Instructions.

**Office Clerk:** In order to qualify for this position an employee must be competent in typing, spelling, telephone techniques and basic mathematics. In some instances, the employee will be required to be bilingual in English and Spanish.

The employee will assist the Site Manager in qualifying applicants and leasing units in compliance with the appropriate agency requirements. Additionally, the employee must be competent in filing and all other office procedures. The clerk will be trained in computer operations for the specific program of the apartment complex. The employee must have good "people skills" in order to deal with the public in an



efficient and courteous manner. The clerk will represent the "front line" in meeting the public and in dealing with tenant complaints.

This position requires a person with a professional and friendly disposition who can work with people on a regular daily basis, follow instructions, and learn reasonably quickly.

All clerical staff members must be trained in the program requirements and pass all required tests so as to be certified in the appropriate subsidy program.

Employee must be able to speak, read, write and understand English in order to read and understand the Injury and Illness Prevention Plan and to converse with others in case of emergencies. Must also be able to follow written and spoken instructions regarding office and computer procedures and the handbook instructions.

This position does not include showing apartments, inspecting apartments, maintenance work or any other activities outside the office.

**Maintenance Director:** Assist in the development of the maintenance plan for the overall efficient operation of the project, perform all necessary work, inspect and evaluate physical condition of buildings and grounds, plus schedule and provide continuing repair and maintenance work as prescribed below.

**In order to qualify for this position an employee:**

- Must have the ability to speak, read, write and understand English. Be able to comply with both written and verbal instructions given in English.
- Must be able to follow the Injury and Illness Prevention Plan, and have the ability to read all safety and warning labels and follow written and verbal instructions.
- Must have the specific ability to follow & give technical instructions.
- Must be able to on a daily basis, lift up to 50 pounds, have manual dexterity with both hands and arms, climb stairs, and ladders. On a daily basis it may be necessary to move heavy objects, such as, furniture and major appliances.

**The Employee will be expected to:**

- Become knowledgeable in all safety precautions to be taken when working at various jobs. Any violation of Company Safety Policies may be cause for immediate termination.
- Work on a continuous basis and be prompt.
- Adhere to the work schedule as approved by supervisor and according to the needs of the property.

- Attend educational courses as directed by Human Resources or Supervisor and pass Agency-required or Employer tests.
- Supervise personnel; keep staff personal calls, social networking, cell phone usage limited to breaks and emergency needs.
- Present a professional appearance, dressing according to Employee Handbook, wearing the appropriate shoes and clothes as per Hyder's Injury and Illness Prevention Plan.

The Employee's responsibilities will include but are not limited to the following:

- Meet with site manager weekly to discuss the needs of the property and monthly to go over the budget.
- Assist in planning and implementation of Preventive Maintenance Plan and semi- annual inspections for the property.
- Prepare and post daily work schedule, coordinate activities of all workers, including self, to assure timely completion of work orders, repairs to the buildings, and exterior areas. Set an on call schedule for weekend and after hour maintenance emergencies including assignment of the after-hours emergency phone and following the Crisis Management Plan when needed.
- Plan and perform all work in house at no additional labor cost to the project, this includes but is not limited to: electrical, plumbing, heating, ventilating, air-conditioning, watering systems, mechanical equipment, exterior lighting and perform all interior and exterior janitorial work, maintaining public areas, such as, halls, common areas and laundry rooms. Maintain parking lots and other common areas to include sweeping, striping, patching and policing, as well as playground equipment maintenance and repair. Interior apartment maintenance, painting and cleaning vacant apartments, repairing doors, locks, screens, windows, and cabinets. If applicable maintaining plantings and irrigation system including all mowing, trimming, edging, pruning, cultivating, aerating, fertilizing and watering.
- Respond to written requests from tenants reporting a need for repairs (work orders). Take prompt corrective action on deficiencies, completing emergency requests right away and non-emergency requests in 24 to 72 hours.
- Safeguard, account for and maintain tools, equipment and inventory supplies, and all property owned by the project.
- Maintain OSHA/MSDS/Safety Center/Safety Meetings
- Obtain labor and material costs and completion estimates for major repairs, renovations or replacement of equipment. Be responsible for the completion of any such work or purchases once approved by the supervisor. Make certain that

no purchases of supplies, equipment or services are made by anyone without the prior approval of the project manager and supervisor along with PO#.

- Make certain on a daily basis that timecards of all maintenance employees are updated.
- The position requires a great deal of personal contact with other people. The Maintenance Director must maintain good working relations with vendors, other employees and establish good resident relations in a strictly professional manner.

In some instances the employee will:

- Be required to be bilingual in English and Spanish.
- Be able to report in English to supervisory staff and authorities any emergency conditions that may exist from time to time. Then must have the flexibility to follow through on the handling of said emergencies in accordance with the Crisis Management Procedure.
- Be asked to assist in the maintenance of other properties or the training of new maintenance personnel.
- Perform such duties as may be requested from time to time by their Supervisor.

Housekeeper: This position provides clean, sanitary, comfortable, orderly and satisfying surroundings for residents and employees. The housekeeper promotes sanitary conditions cleaning floors, walls, windows, furniture, kitchens and appliances, bathrooms and fixtures. The housekeeper will be required to lift, carry, walk, sit, push, pull and work a flexible schedule, must be able to move continuously during work hours and able to lift and/or carry 50 to 75 pounds.

Specific duties may include but are not limited to: vacuuming floors and furnishings, mopping hard surface floors, cleaning, dusting and polishing furniture, cleaning walls and windows, cleaning and disinfecting kitchen and bathroom, emptying and sanitizing waste baskets. Clean all air vents. Damp mop all corridor floors, lobby, dining areas and others daily.

Operates various mechanized cleaning equipment, such as vacuums, polishers, buffers, etc... If required, strip beds and gather all laundry for delivery to laundry service; make beds and set towels.

Maintain vacuums, cleaning caddies and supplies used to perform job. Record supply inventory at home as directed by supervisor. Inform supervisor when cleaning or house supplies are low.

Dust, vacuum and clean leasing office. Water plants in office and office buildings.

Report any needed repairs immediately to supervisor (such as leaky faucets or toilets, loose tile, broken windows, etc).

Perform errands and special projects as requested by supervisor. Observe established policies and procedures.

Perform other job duties including but not limited to grounds maintenance or other property management functions as needed and requested by supervisor.

Contact with all levels of personnel within company, temporary help, owners, residents, vendors and contractors.

Working Conditions: Full-time and to cover other employee vacations or time off. Requires some weekends, holidays and occasional evenings.

**Skills and Educational Requirements:**

- a. Ability to communicate effectively both verbally and in writing. Possess basic math skills.
- b. Ability to perform a variety of tasks often on short notice.
- c. Ability to handle a fast-paced, varied and busy work environment.
- d. Ability to work alone and to be self-motivated and organized.
- e. Ability to lift 50 to 75 pounds
- f. Possess positive teamwork attitude.

**Company Standards:**

- 1. All company and client information must be kept strictly confidential.
- 2. The highest standards of accuracy will be maintained in all data recorded and work performed.
- 3. Conformance to the rules and regulations of property management as set forth by California Residential Landlord/Tenant Statutes and Federal Fair Housing Laws.
- 4. All temporary help, owners, tenants, vendors and contractors and any other person contacted on the telephone or in person will be treated in a friendly, personable and professional manner.
- 5. Neat and well-maintained attire, hair and appearance to be maintained at all times. Uniform and dress code in accordance with personnel policies to be maintained at all times.

**All Employees:**

Employees will conform to all Agency requirements as well as the policies established by the Owner, which become part of the Agent's policies. All employees will be paid by the Agent including state and federal payroll taxes and unemployment taxes, FICA taxes, and all other costs of employment including workers

compensation insurance, employment practices liability insurance, employee medical insurance, overtime pay, bond and any other compensation or related costs. Agent will be reimbursed for all costs made to or on behalf of all employees including, but not limited to, the aforementioned list.

Agent will advise Owner of all employee or former employee claims for compensation that Agent believes are unwarranted. Owner will instruct Agent as to Owner's desire in the disposition of the claim (payment, negotiation, hearing, or litigation). Agent will proceed according to Owner's directive. Any compensation or award to any employee or former employee including all related costs, legal fees and other fees, will be paid to Agent from the project operating account upon final disposition of the claim.

- c. The Site Manager will be directly accountable to the Managing Agent. All other on-site personnel will be directly accountable to the Site Manager.
- d. All employees (and contractors) will be oriented to comply with the program requirements. All managers are fully trained in the Agency rules and regulations. The Managing Agent is fully trained and knowledgeable in all aspects of assisted housing management and regulations. The Agent trains all management employees in the certification process and all management functions. The Agent sends staff personnel to training programs on HOME, RDS, HCD, CalHFA, Fair Housing, Section 504, and L.I.H.T.C., as appropriate.

3. **PLANS & PROCEDURES FOR MARKETING UNITS: ACHIEVING AND MAINTAINING FULL OCCUPANCY AND MEETING HUD FORM 935.2 AFFIRMATIVE FAIR HOUSING MARKETING PLAN" REQUIREMENTS.**

- a. Agent shall carry out the marketing activities including tenant screening interviews prescribed in this Management Plan or consistent with current practices used to market the property to potential tenants.
- b. The Agent is in charge of marketing the property. We will make certain that all groups, both minority and non-minority, handicapped persons and those least likely to apply are given the opportunity to have the knowledge that our subsidized housing project exists and that they will not be discriminated against on any basis.
- c. The Site Manager will refer new applicants to Housing Authority's Coordinated Entry System (CBS) when required. Low Barrier Tenant Selection Practices will be used including that participation in services cannot be a condition of tenancy and all tenants will have their own lease.
- d. The Site Manager will place new applicants on the waiting list after complying with the procedures established. The waiting list will conform to the requirements of the Agency. The "Fair Housing" poster, "Justice for All" poster, will be displayed on site.

A Project Information Package will be prepared. This will contain the following:  
A description of the project location. The size and number of dwelling units. A summary of eligibility requirements. Application Form.

- f. Should it be necessary, marketing will be done by local radio and newspaper advertising in both English and in non-English media where there is a concentration of non-English speaking residents.

Any advertising, electronic or printed, will identify the project with the international symbol of handicapped accessibility and contain the Fair Housing Logo or Equal Opportunity Slogan.

The project will be advertised as appropriate. Marketing material will be sent to the appropriate social services agencies listed on the AFHMP. Listed below is a sample local newspaper ad for your approval.

Now Accepting Applications  
**Low Income Housing**  
**U.S. VETS- E STREET**  
**APARTMENTS**  
**1351 NORTH E. Street,**  
**San Bernardino, CA**  
**92405**

1 and 2-bedroom units including units with special design features for individuals with a disability. Inquire as to the availability of subsidy. Call (000) 000-0000, Mon-Fri, 9am - 5pm or TDD #1-800-735-2929.



- e. To ensure effective communications with applicants, residents and members of the public that have sight or hearing impairments, each project will contact the California Relay Service at (800) 735-2929 when necessary. The Managing Agent will provide sign language interpreters for the hearing impaired if requested and if available within the community. Other reasonable accommodations will be available for visually impaired. Assistance will be given for completing the application when necessary.

- f. Reasonable accommodations must be requested in writing. Appropriate modifications, if not already installed, and within reason, will be made if at all possible if it does not impose a financial or administrative overburden. Structural changes would require consultation with the Owner and architect; therefore, each case would be reviewed based on its own merit and the economic hardship to the property.
- g. The Agent will use the attached waiting list format.
- h. The attached Unit Inspection Report will be used for all move-in's and move-out's. Prior to occupancy, each approved applicant will inspect his/her assigned unit with the manager who will be required to fill out and sign the Unit Inspection Report. This is a certification on the part of the applicant that the premises is in good and clean condition prior to their occupancy. Each tenant will receive a copy of the Unit Inspection Report, and another copy will be kept in the tenant's file at the project office.
- i. Applicants are initially notified in writing as to their status detailing selection, rejection, or waiting list placement. Once selected, and at the time each applicant executes their lease, they will be given a thorough orientation with regard to the terms and conditions of the lease, rules and regulations, all addendums, and also will receive instructions on how to operate various appliances found in each unit during their walk-through inspection of the premises.
- J. It is the primary responsibility of the Site Manager and Regional Supervisor to select tenants using the policies and guidelines established by the Agent and the Owner and approved by the Agency as required. However, if there is a question regarding which applicant should be selected, they will request assistance from the Managing Agent. All applicants are notified in writing as to their status on the waiting list.
- k. All tenants are selected in accordance with this Management Plan and Agreement and the attached Resident Selection Procedure.

4. **PROCEDURES FOR DETERMINING TENANT ELIGIBILITY AND FOR CERTIFYING AND RECERTIFYING INCOMES.**

- a. All interested persons may obtain and submit an application for housing. All personnel in the project office are required to be knowledgeable and have on hand a copy of the agency's management handbook which encompasses the occupancy and continuing occupancy requirements of the Agency. Completed applications are processed in chronological order of the date the fully completed application was received based on eligibility within each income group. Additionally, applications will be logged by date and time when received and placed on the waiting list or processed for a vacancy. The attached Resident Selection Procedure details the process. No application fees are anticipated.

- b. The Site Manager will be thoroughly trained by the Managing Agent and/or Agency in program requirements and State Law including but not limited to, the following: interviews, tenant selection, certification and recertification requirements and leases. Each month the project will be audited by the Managing Agent for compliance to make certain that all requirements are closely adhered to regarding tenant qualifications and certifications. In addition, Site Managers will attend Agency- sponsored training courses.

5. **LEASING & OCCUPANCY POLICIES:**

Agent shall offer for rent and shall rent the units in the Project. Units shall be made available in accordance with a rent schedule approved in writing by Owner and the leasing guidelines and form of lease referred to herein below. The following provisions shall apply:

- a. Agent shall show dwelling units for rent in the Project to all prospective Tenants.
- b. Agent shall take and process applications for rentals, including prospective Tenant interviews and Background check. If an application is rejected, the applicant shall be advised of the reason for rejection in accordance with applicable laws.
- c. Agent shall, subject to prior written approval by Owner of any deviation from Owner's approved rent schedule, Lease form, and leasing guidelines, execute all Leases in the Property's Name.
- d. Agent shall collect, deposit, and disburse security deposits, if required, in accordance with the terms of each Lease and applicable Law.

The agent shall be responsible for safekeeping of these Tenants' security deposits which shall be held by Agent in an account at the Bank separate from all other accounts and funds (the "Security Deposit Account") and in accordance with applicable Law.

- e. Agent shall maintain a current list of acceptable prospective Tenants and undertake all arrangements necessary and incidental to the acceptance of rental applications and the execution of Leases. Agent shall exercise its best efforts (including, but not limited to placement of advertising, interview of prospective Tenants, assistance in completion of rental applications and execution of Leases, processing of documents, employment verifications, and explanation of the program and operations of Owner), to effect the leasing of dwelling units, and renewal of Leases in the Project.
- f. In accordance with Housing First principals, applicants will not be screened out or rejected based on sobriety, substance use in and of itself, completion of treatment, agreement to participate in services, poor credit, lack of rental history, or reasonable accommodation requests, so long as they are otherwise eligible under applicable Program requirements. Residents will be screened and must qualify for household status, income qualifying requirements and criminal background.



**Criminal Background Check:** A nationwide criminal background check is processed for every occupant 18 years of age and older. The household is deemed ineligible for tenancy for the following reasons within the last 5 years (includes live in aide):

- 1) If any household member is subject to a lifetime sex offender registration requirement
- 2) If any household member has been arrested, convicted or otherwise have determined to engage in\* illegal drug related or violent criminal activity
- 3) If any household member has been convicted of manufacturing or producing methamphetamine in violation of any federal or state law, on federal property or on a federally assisted housing facility
- 4) If any household member has had certificate or voucher assistance terminated from any participating housing authority (PHA), for example the Housing Authority of the County of Riverside/San Bernardino.
- 5) If any household member has been evicted from federally assisted housing within the last 10 years

\*"Engaged in or engaging in" violent criminal activity means any act by applicant, participant household member or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, including lewd and lascivious acts with a minor, which did or did not result in the arrest and/or conviction of the applicant, participant, household member, or guests.

**NOTE:** Live-in attendants are subject to the criminal and landlord provisions of this plan with the exception of criteria that determines ability to pay rent. Exceptions to these Occupancy Standards may be made when required as a reasonable accommodation for a disabled household member.

- g. Agent shall perform such other acts and deeds requested by Owner as are reasonable, necessary, and proper in the discharge of Agent's rental duties under this Management Plan.
- h. Agent shall prorate the first month's rent collected from a Tenant should the Lease term commence on any other day than the first day of the month.
- i. Agent shall participate in the inspection of the dwelling unit (at least yearly) identified in the Lease together with the Tenant prior to move-in and upon move-out and shall record in writing any previous damage to the unit and any damage occurring during the Tenant's occupancy.
- j. A description of occupancy standards for the project is described in the Resident Selection Procedure. Refer to attached selection criteria.

- k. Prospective tenants will complete an application. This is designed to give the Site Manager basic data about the tenant with which the Site Manager can determine whether there are factors of income, family size, or others which would effectively eliminate the applicant from further consideration. A criminal background check will be obtained for each applicant after it is determined that the tenant qualifies with regard to the Agency regulations.

Income verification authorization forms will be signed by the prospective tenant. It will be explained at that time that their criminal background will be thoroughly investigated. The Site Manager will request that the prospective tenant give information in advance of any unusual situation that the manager is likely to encounter in investigating the tenant. In this way prospective tenants have an opportunity to explain in advance, any unresolved criminal records, unfavorable reports from former landlords (this will not affect the HOMEkey units of the project), employment problems and other factors, which might otherwise disqualify them. As confirmation from the application is completed, the tenant's file is assembled. The Site Manager will evaluate each tenant in light of the information in his or her file as well as the program requirements and objectives established for the project by the Owner. The Site Manager and Agent will determine which tenants are to be accepted based on program requirements, Owner's objectives and criteria identified in the Resident Selection Procedures.

Having determined to accept a prospective tenant, the Site Manager will then assign that tenant to an apartment matching as closely as possible the tenant's desired accommodation. At this time, the tenant certification will be completed in its final form, approved by upper management and then executed by the tenant. The policies for the apartment project are then reviewed with the tenant in detail, including their rights and responsibilities.

The tenant is then advised of the unit in which he/she has been placed, and the Site Manager goes with the tenant to the specific unit selected and they complete the unit inspection report.

All the supporting documentation and data are placed in that particular tenant's file.

- l. The Site Manager is knowledgeable in all areas regarding Agency rules and regulations and personally trained in the certification process and in all management functions. In addition, Site Managers are aware of State Law and Agency regulations.

- m. Guest/Visitor Policy

Visitors and guests must be in the company of a resident at all times. Residents are responsible for the actions of their visitors. Failure of visitors to follow the rules and regulations of the property may result in the termination of the resident's Lease Agreement. Visitors on the property not in the presence of a resident are considered to be trespassing. Residents may have a maximum of two (2) guests with them when using the common area amenities unless Management has approved a greater number in writing.

### **The appeals process for individuals who are denied tenancy in a unit.**

For those who do not pass the initial tenant screening process, the property manager will provide written notification to the applicant and their provider in writing. The applicants will be informed of their option to appeal this decision. All denied applicants will have the right to appeal the decision. There is a formal and informal hearing process by a unbiased third party. The appeal must be received by the managing agent no later than fourteen (14) days after the rejection letter is received.

### **The reasonable accommodations policies and protocols.**

Reasonable accommodations will be made available to meet the needs of disabled applicants, including applicants with both physical and/or mental disabilities.

Management will apply the same screening criteria to all applicants. However, management is obligated to offer qualified applicants with disabilities additional consideration in the application of rules, practices, or services and structural alterations if the said accommodation will enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing program. Management is not, however, required to make a reasonable accommodation or physical modification if the accommodation or modification will result in an undue financial burden to the property that will impact the ability to operate normally, when considering the overall financial resources of the entity involved.

If an applicant has a physical or mental disability, and as a result of their disability, there are reasonable accommodations that should be considered in an application, the applicant must answer yes to the reasonable accommodation question on the application. If the applicant answers yes to the reasonable accommodation question on the application, they will be asked to fill out a Reasonable Accommodation Request form upon receipt of their application and further information may be required from a certified medical provider to verify need for reasonable accommodations.

If, as a result of a disability, an applicant needs changes in the way property management communicates with them, they will be encouraged to contact property management by phone or visit the leasing office and inform property management what change is being requested. This can include requests for notices and applications in large print, for those with a visual impairment, or to have applications sent to those with mobility impairments. In addition, property management can be reached by TTY line for those with a hearing impairment by calling the California Relay Service at (888) 877-5379.

Owner agrees that examples of reasonable accommodation during the application process shall include, but are not limited to:

- a. Waiving a credit requirement if at the time of commencement of occupancy, the applicant will have access to rental assistance sufficient to pay the rent and the applicant has adequate procedures in place, such as a Service Provider or a Representative Payee, to ensure such rental assistance will be paid to Owner on a monthly basis in accordance with Owner's standard form of lease.
- b. Waiving a criminal history requirement if such criminal history does not result in a current threat to the health and safety of other residents in the Development, or if the applicant demonstrates that he/she has adequate supports or supportive services that will assist applicant to mitigate any current threat to the health and safety of other residents in the Development, each as reasonably determined by Owner; **Note: This protocol will not apply to HOMEkey Units.**
- c. Waiving requirements related to past drug use or past/current alcohol abuse if such past drug use or past/current alcohol abuse does not currently affect the applicant's ability to meet the terms of the tenancy, if such past drug use or past/current alcohol abuse does not violate any occupancy requirements of other funding sources and if the applicant demonstrates that he/she has adequate supports or supportive services that will assist the applicant to meet the terms of the tenancy, if necessary. Owner will provide a copy of the reasonable accommodation procedure and any amendments of such procedure to the Service Provider at least thirty (30) days prior to implementing such procedure. **Note: This protocol will not apply to HOMEkey Units.**

Property management staff participates in the Violence Against Women Act of 1994 a United States federal law signed as Pub..L. 103-322 by President Bill Clinton on September 13, 1994.

VAWA--how it is used.

- Form #1 Certification of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking, And Alternate Documentation
- Form #2 To Be Completed by or on Behalf of The Victim of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking
- Form #3 Lease Addendum
- Form #4 The Entire 8-Page Act.
- ALL THE FORMS MUST BE INITIALLED AND THE ADDENDUM SIGNED BY ALL RESPONSIBLE PARTIES LISTED ON THE LEASE.

**The Entire 8-Page Act is required to serve this attachment ONLY with each and every.**

- 3 Day to Pay Rent or Quit
- 3 Day to Covenant or Quit

- 30 Day Termination of Tenancy
- 60 Day Termination of Tenancy
- 90 Day Termination of Tenancy
- 120 Day Termination of Tenancy

The development will conduct targeted marketing to special needs populations. In conducting targeted marketing, the property management company will follow all applicable fair housing and non-discrimination legislation and regulations and adhere to Housing First practices.

#### **Orientation Procedures.**

Prior to move-in or soon after move-in, Service Provider and Property Manager shall meet with each MHHP-Eligible Household referred to orient the Household to the Development. The orientation shall include an explanation of the expectations of tenancy, the availability of supportive services to assist in meeting those expectations, the opportunities for personal and social engagement in the Development which will help support tenant well-being, community resources, maintenance request procedures, house rules, Development's common area, and rent collection requirements.

#### **Eviction Prevention Procedures and Eviction Procedures.**

Parties agree that early, consistent intervention with tenants who are out of compliance with their lease or are exhibiting signs of Relapse or Symptom Exacerbation are key to avoiding escalating problems that lead to disruptions in the Development and evictions. Parties agree to work together to find resolutions that avoid eviction whenever possible. The Parties understand that eviction is sometimes necessary for the safety and well-being of residents. The Parties also understand the importance of minimizing tenant turnover and evictions and minimizing management related costs. All parties agree to work together to secure the safety of the residents and prepare for any repercussions of any eviction.

The Property Manager shall notify the appropriate Service Provider if it has concerns of a potential Relapse or Symptom Exacerbation with a tenant. The Property Manager shall notify the appropriate Service Provider of arrests, hospitalizations, and any other critical incidents that come to Property Manager's attention.

If an eviction is imminent, the Property Manager shall communicate with the appropriate Service Provider regarding the process of notices, responses and court dates; and if eviction is successful, regarding the lockout date.

#### **Collaboration with Supportive Services Staff.**

To ensure the success of the residency of the residents, the Resident Manager

and the Supportive Services Staff will be required to meet on a weekly basis to communicate any challenges that a resident may be experiencing, understanding that the goal is to see the residents succeed in their environment and maintain housing stability. If a need arises for the Resident Manager or Supportive Services Staff to reach out to one another prior to the weekly meeting, they will be expected to do so keeping a constant line of open communication to ensure the success of the resident.

Every effort will be made to facilitate the achievement of consensus among property management, service providers, and project sponsors on decisions affecting residents. The service providers and property manager will each designate a point-of-contact to facilitate this communication. For several months before and after the initial lease-up, the service providers and property management firm, will meet regularly to collaborate. After the general communication procedures have been established, the principals of each agency will meet at least every 6 months to review the effectiveness of the collaborative relationship.

Employees shall employ Housing First practices that are documented in the application, property management plan and supportive services plan. Adherence to Housing First practices shall be subject to periodic compliance monitoring. For Supportive Housing units, Housing First property management and service delivery practices shall be followed. Housing First practices include the following: Tenant selection practices that promote the acceptance of (1) applicants regardless of their sobriety or use of substances in and itself, completion of treatment, or agreement to participate in services; Applicants are seldom rejected on the basis of poor credit or (2) financial history, poor or lack of rental history, or minor criminal convictions; Applicants are assisted in making application for tenancy and (3) reasonable accommodation requests.

There will be ongoing, regular communication and meetings between the service providers and the property management team regarding the tenant/building issues, overall performance of the supportive housing program, and coordination of on- site activities. Each agency will designate a primary point-of-contact to facilitate this communication. In addition, property management and services staff will have an open-door policy, creating an environment that is conducive to clients raising issues and concerns. These efforts will help in the early identification of problems/issues and rapid resolution. When urgent client issues arise, supportive services staff and property management will be connected through a conference call or will meet to discuss the issue. Most decisions will be reached and disagreements resolved through this process and by adhering to the terms of the Memorandum of Agreement between the project sponsors, property manager, and service provider. When parties cannot reach agreement on a course of action about tenant selection or eviction, the owners will make the final determination. When tenants' behaviors place an individual at risk of

eviction, property management staff will communicate with the service provider for prompt meetings and discussion (within 72 hours). With a clear delineation of roles and responsibilities between the service provider and property management, the goal of all communication will be to support retention for the tenants.

#### Client confidentiality.

Obtaining Written Authorization for Disclosure: If disclosure of Confidential Information is not authorized or required by law; a Party shall obtain written permission: from the Eligible Household prior to disclosing any Confidential Information.

If the information to be disclosed is protected health information, a Party shall obtain a signed Authorization to Disclose Protected Health Information from the individual or their legal representative when appropriate before disclosing such information. This Authorization shall be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable federal and state laws.

The Parties will obtain permission from Eligible Household members, receiving supportive services from the Service Providers to disclose Confidential Information of such disclosure is necessary to protect an Eligible Household member's housing status or if such disclosure relates to a health and safety issue. Releases of confidentiality and "Authorization to Release Information" will be renewed each year during a Tenant's annual recertification.

Confidential client information will not be discussed at meetings between property management staff and supportive services staff without the client being present or providing prior written consent.

The applicant will have a resident file that will be kept at the property under the supervision of the Resident Manager. This resident file will contain records pertinent to the applicant/residents' residency only. Residency records may include income verifications, past residence history, communications to applicant/resident in regard to residency and rent calculations. All resident files will be kept in a locked file cabinet with only the Resident Manager and the Regional Supervisor having access to the resident files. Any additional paperwork regarding the applicant/resident supportive services will be kept in a separate file in the security of the Supportive Services Staff.

#### 6. **AFFORDABLE HOUSING REQUIREMENTS:**

Subject to the Budget, Agent acknowledges that Owner is required to use its best commercial efforts to lease all available residential units in the project (excluding one

manager's unit), at the rent and income level designated by the Owner.

Agent is familiar with affordable housing requirements as they relate to Agent's leasing and management duties hereunder and shall put its best efforts to comply with such requirements and to the extent Agent is unable to do so, Agent shall promptly notify Owner of such fact and the reasons, therefore. Incident thereto, the following provisions shall apply:

- a. Agent shall require each prospective tenant to certify, on the Lease application or Lease, the amount of such tenant's annual household income, household size, and any other information required to enable Owner to maintain the affordability or otherwise reasonably requested by Owner. Manager shall require Tenants to certify in writing as to such matters on an annual basis, prior to such time as the information is required for reporting purposes.
- b. Owner shall from time to time furnish Agent with a written schedule of maximum rents for the apartments, which complies with the Requirements. Without Owner's express prior written consent, Agent shall not enter into any lease on behalf of Owner at a rental amount exceeding the applicable maximum. **Note:** Tenant rents can only be adjusted once year on the schedule of rental income that needs to be submitted and approved through HCD.
- c. Agent shall maintain and preserve all written records of Tenant family income and size, and any other information necessary to comply with the Requirements or otherwise reasonably requested by Owner throughout the term of the Management Contract and shall turn all such records over to Owner upon the termination or expiration of the Management Contract.
- d. If requested by Owner, Agent shall prepare customary reports of low-income leasing and occupancy, and other matters related to Manager's obligations.

7. **RENT OCCUPANCY CHARGE AND OCCUPANCY SURCHARGE COLLECTION POLICIES AND PROCEDURES.**

- a. Agent shall use its best commercial efforts to collect when due, directly or through an on-site manager, all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of the Project. Such receipts shall be held in the Operating Account, separate from all other accounts and funds.
- b. Rent payments are due on the first day of each month and are delinquent after the first of each month. Any tenant who has not paid their rent by the end of 5 days will be assessed a late charge. Three-day notices are delivered on the 6<sup>th</sup> day of each month to tenants who have not paid by the 5<sup>th</sup> day of each month. All rent payments are to be made to the Site Manager at the office



during normal office hours, which are posted in the office. If this is impossible, the tenant may pay their rent by the U.S.

Mail. Any tenant who has not paid their rent before the end of the tenth day of the month will receive a late charge assessment. Said late charge will be levied against the tenant, however, eviction proceedings will not be instituted against the tenant for nonpayment of late charges.

The Site Manager is responsible for the collection of all rents and the issuance of all rent receipts. As stated above, rents will be paid at the office on the complex or by U.S. Mail. Cash payment is unacceptable for security reasons. All payments are made by check, cashier's check or money order.

Rent payments, as they are received, are entered electronically into the accounting system through the onsite computer terminal. If necessary, rent payments are entered into the accounting system by way of a rent receipt which carbons through to the tenant's ledger card which in turn carbons through to the cash receipts journal. The rent receipt that the tenant receives is stamped with the name of the project or printed on the computerized receipt, the amount of money received for, and is signed by the authorized person receiving the funds. We encourage all tenants to keep their receipts for their own protection. All funds received are deposited in a separate account depending on the nature of the deposit. The project maintains an operating account as well as a separate security deposit account.

- c. Upon termination of the lease, the deposit is to be refunded to the tenant within 21 days, except as may be used by the Owner toward reimbursement of the cost of repairing any damage to the property (normal wear and tear excepted) caused by the tenant, his family or guests and any rent or other charges owed as per state law. The Owner shall provide the tenant with an itemized statement of any security deposit retention.

8. **PROCEDURES FOR REQUESTING AND IMPLEMENTING A RENT OR OCCUPANCY CHARGE.**

- a. Rent increases shall be anticipated and implemented as the needs of the Project dictate, in conjunction with the preparation of the Annual Operating Budget. The Project's senior management representative, in consultation with the Regional Supervisor and Site Manager, shall prepare the Annual Operating Budget for approval by the Owner. Rent increases shall be implemented in conformance with the requirements of any Agency regulations. Rent increase requests normally will be processed 60-90 days prior to the end of the borrower's fiscal year. Rent increases are only allowed once a year when the schedule of rental income is submitted and approved by HCD. It is anticipated that a rent increase would not be necessary more than once a year. Once it has been determined by an Owner that a rental increase is necessary, the Managing Agent will adhere to the

Agency's instructions and conform to the requirements. The Managing Agent will develop the information necessary so that a request can be made to the Agency that gives:

- a. Facts demonstrating the need and justification for a rent increase.
- b. A new operating budget for the borrower's fiscal year showing:
  - a) current approved budget
  - b) actual income and expenses to date
  - c) proposed new budget with new rents

Current tenant certifications must be on file. The Agent will provide utility allowance survey data each time they are revised.

Tenants will be notified of a rent/utility allowance increase with the use of Agency's rent increase exhibit at the time the proposed rent increase is being forwarded to the Agency. This form will be posted in a conspicuous place and will, in addition, be delivered to all effected tenants. Tenants will be advised that during the waiting period in which the notice will be posted, they have the opportunity to inspect, copy, and make written comments and objections to all materials justifying the proposed rental increase. Additionally, in accordance with California State Law, tenants will be advised in writing in advance of any rental increase.

- b. The Managing Agent will be responsible for all the processing of rental increases and/or changes.
- c. If expenses increase during the budget year, a rent increase may be requested at that time and submitted to HCD to be reviewed for potential approval. Normal rent increases will be submitted 90 days prior to implementation. Prior to requesting a rent increase, the Managing Agent will carefully review the existing comparable rents and potential effects on existing residents and applicants.

9. **PLANS FOR CARRYING OUT AN EFFECTIVE MAINTENANCE AND REPAIR PROGRAM.**

Agent shall cause the Project to be maintained in a decent, safe, and sanitary condition and in a rental and tenantable state of repair, all in accordance with local codes, and Agent shall maintain the Project at all times in a condition acceptable to Owner. The Owner will be notified if there is a budget deficit to fund for the ongoing building maintenance. Incident thereto, the following provisions shall apply:

- a. Special attention shall be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance personnel shall be used.

- b. Agent shall contract with contractors and vendors for the maintenance and repair of major mechanical systems, and for the performance of extraordinary repairs beyond the capability of regular maintenance personnel. Owner must approve all contracted repair work not approved in the budget and in excess of \$5,000 before executing contracts.
- c. Agent shall systematically and promptly receive and investigate all service requests from Tenants, take such action thereon as may be justified, and keep records of the same. Emergency requests shall be received and serviced on a 24-hour basis. Complaints of a serious nature shall be reported to Owner after investigation. Owner shall have the right to receive copies of all service requests and the reports of action taken thereon.
- d. Agent shall use its best commercial efforts to take such action as may be necessary to comply with any and all orders or requirement of federal, state, county, or municipal authorities having jurisdiction over the Project and orders of any board of fire underwriters, insurance companies, and other similar bodies.
- e. With Owner's permission, Agent is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for property maintenance or repair of the Project. All existing and new accounts used to purchase materials, supplies and services shall be in the name of the Property.
- f. Notwithstanding any of the foregoing provisions, the prior approval of Owner shall be required for expenditures exceeding \$5,000 over the operating budget except for emergency repairs involving manifest danger to persons or property or required to avoid imminent suspension of any necessary service to the Project. In the event of emergency repairs, Agent shall notify Owner of the fact promptly, and in no event later than 72 hours from the occurrence of the event.
- g. Preventative maintenance will be an important part of the maintenance program. All appliances, water heaters, AC/heaters, weatherstripping, windows, fans, and smoke detectors are inspected on a regular basis. Each unit is inspected at least once a year to ascertain the condition of all items. This is a part of the normal preventative maintenance program. In addition, all appliances and mechanical equipment will be inspected prior to initial occupancy and prior to each tenant occupying the unit thereafter.
- h. Copies of the "as-built" plans will be provided by the Owner and maintained on site. In the case of any future work, it will be the responsibility of the contractor or subcontractor to provide the Owners and Agent with "as-built" updated plans and specifications upon the completion of their work. The manager will

notify the Owner of all construction defects as soon as possible.

i. General Maintenance Procedures:

- 1) All appliances and mechanical equipment are inspected on a regular basis. Each unit is inspected at least once a year to ascertain the condition of all of the appliances. This is a part of the normal preventive maintenance program. In addition, all appliances and mechanical equipment will be inspected prior to initial occupancy and prior to each new tenant occupying the unit thereafter.

Should a warranty item or plumbing/electrical problem be involved, a local professional or the building contractor will be contacted. Any regularly scheduled major improvements, such as repaving, will be coordinated with the Managing Agent and Owner for approval prior to commencement of work.

- 2) City, State, and Federal regulations will be complied with as to the installation and maintenance of smoke detectors and fire extinguishers. Smoke detectors are checked at least twice a year during maintenance inspections. The Regional Supervisor also inspects smoke detectors of vacant units during their monthly inspection. Fire extinguishers are spot checked during monthly inspection visits to ensure service dates are current and have not lapsed. Outside lighting will be provided as required for proper security on the project. Outside lighting is checked on a regular basis to ensure proper light coverage and bulbs are operational.
- 3) When a tenant gives notice to vacate the unit and immediately after a move-out, the Site Manager is required to inspect each unit including the appliances of that unit to ascertain whether or not there has been any damage or any maintenance is required. Any necessary work is entered to a work order, which then is performed by the maintenance staff. All work must be completed prior to re-renting the unit.
- 4) Each unit is inspected at least once a year to determine the need for any maintenance work. If the unit is in need of repainting, it is then put on the paint schedule and completed by our staff or an outside vendor. Repainting of a unit will include doors and trim. Window coverings are inspected each time a unit is vacated. If the window coverings are worn, they are replaced at that time. For long-term tenants, the window coverings, security hardware such as door locks and lights are inspected at the time of the semi-annual inspection. After five years, the unit would become eligible for new window coverings. The exterior of the project, roofs and gutters are monitored regularly to determine the need for repainting, replacement or repairs. The repainting of exterior trim, fences, and doors will begin as needed.

- 5) All major repairs that are beyond the capabilities of our own maintenance staff will be handled on a bid basis notwithstanding emergencies. We will solicit bids from at least three qualified subcontractors on all major repairs and replacements, if possible, to be assured the best possible quality and price. In case of emergency, the Site Manager will use good judgement on how to best handle the situation. In any emergency situation, the Site Manager will contact the Managing Agent as soon as possible with a full report.

The grounds upkeep and maintenance will be carried out by a landscape subcontractor in most cases. When it is more cost effective, the on-site staff will perform the grounds upkeep and maintenance. In most instances, outside contract labor or contractors may be used for exterior painting, parking lot sweeping, major landscape renovation, exterminating, and plumbing.

- 6) The on-site staff will also be responsible for the cleanliness of the common areas of the complex. The first item on the agenda on the daily maintenance schedule will be policing the grounds and common areas. This will be accomplished by staff members. The on-site staff will also be responsible for maintaining indoor common areas such as the laundry and recreation room.
- j. The tenants will be instructed to make reports to the office for any maintenance or repairs needed. When a tenant comes to the office or telephones with a problem, a work order is filled out by the office staff and entered into the maintenance schedule. Upon completion of the work, the tenant is notified that the work is completed, given a copy of the completed work order and a copy is entered into the permanent maintenance log. An additional copy of the completed work order is also placed in the tenant's file. Except when required parts are not readily available, work orders should be completed within 72 hours and emergencies within 24 hours.
  - k. All equipment and supplies are purchased only after shopping for the best price. A minimum of three bids will be required, if possible, for any major equipment purchase. Neither the Owner nor the Agent have any identity of interest with any supplier of products or services on the project.

Our projects have a purchase order system. Goods and services are entered into the system prior to being ordered by the Site Manager, depending on the amount of the order it will go through several authorization levels from Supervisor to Director of Operations. After approval the Site Manger will order the product. Invoices are verified by the Site Manager to ensure goods were received and services were performed and acceptable. Site Manager then

turns the order into an invoice, uploading the invoice into the PO System where it will go to the Regional Supervisor for approval and on to our accounting department for payment.

- I. Reserve for replacement requests are made with appropriate supporting documentation, bids and justifications, for approval by Managing Agent and Owner where necessary.

10. **PLANS AND PROCEDURES FOR PROVIDING SUPPLEMENTAL SERVICES**

- a. Laundry and vending machines are provided from vendors when not owned by the property. All vending services and equipment are owned by the vendor. Any cash collected is paid in the form of checks to the appropriate projects and are deposited into the general operating account of the project.
- b. All equipment will be owned by vendor, if not owned by the property.
- c. Vendor forwards a monthly check to be deposited into the operating account of the project. No cash is accepted.
- d. Vendor will be responsible for all maintenance, serv1cmg, and stocking any machines.
- e. Laundry contracts are normally initiated for a five-year term and renewed every five (5) years at which time the terms and conditions are renegotiated. A new contract is written and signed by both parties. This is a Managing Agent standard contract. Vending machine contracts are negotiated in the same fashion as laundry contracts.

11. **PLANS FOR ACCOUNTING, RECORD KEEPING AND MEETING REPORTING REQUIREMENTS.**

- a. All project records will be developed by the Agent and maintained in accordance with Agency regulations and policies governing fiscal operations, accounting and financial reports for multifamily housing projects, and will comply with generally-accepted accounting procedures. Required reports will be prepared and submitted from the Managing Agent to the Owner using a modified cash reporting system.

The Agent will be responsible for the preparation and submission of the monthly financial statements. The Owner will contract for the annual audit. The Agent will cooperate with and make all records available to the CPA for the preparation of the audit. The accounting records will be set up and maintained by the Agent in the Agent's office. The records will be kept on a modified cash basis and will comply with generally accepted accounting practices.

- b. Project funds will not be co-mingled.
- c. The project chart of accounts and bank accounts are either directly or indirectly (through our mapping strategy) compatible with multiple family housing project budgets.
- d. The accounting department will be responsible for the preparation and submission of the quarterly and annual reports to the lender, if necessary.
- e. An independent CPA not associated with the project will provide the annual audit or review.
- f. Individual folders will be kept on the project site for all tenants and will contain completed applications, verification of income and certification, lease agreement, security deposit data, rent receipts, work orders, and correspondence. All folders for tenants who have vacated an apartment will be kept a minimum of three (3) years and/or a maximum of seven (7) years.
- g. Tenant records and copies of initial tenant certifications will be retained at the Site Manager's office and will be available during normal business hours for review. Accounting records will be maintained at the Agent's office and will be available during normal working hours for review. All records are maintained for a minimum of seven years.

12. **PROPERTY ACCOUNTS**

Disbursements from the Operating Account shall be governed by the following:

- a. From the funds collected and held by Agent in the Operating Account and subject to Owner's approved operating budget, Agent shall make the following disbursements promptly when payable, in the following order of priority: (i) salaries and other compensation due and payable to the employees together with related payroll taxes; (ii) real estate taxes and assessments, and fire and other hazard insurance premiums, (including any required monthly escrow payments therefore), utilities, interest on the mortgages, amortization of the principal of the mortgages, fees, and establishment and maintenance of all required reserve funds; and (iii) other payments due and payable by Owner as operating expenses incurred pursuant to Owner's approved operating budget and in accordance with the Management Contract, including Agent's compensation.
- b. In the event that the balance in the Operating Account is at any time insufficient to pay disbursements due and payable, Agent shall promptly inform Owner of the fact and Owner may then remit to Agent sufficient funds to cover the deficiency. In no event shall Agent be required to use its own funds to pay such

disbursements.

- b. Owner shall maintain and fund separate accounts for operating reserves and replacement reserves. Agent shall maintain a separate account for security deposits. All accounts shall be maintained separately from all other funds unless instructed differently by Owner.

13. **OPERATING BUDGETS**

The Budget shall be mutually agreed to by Owner and Agent. Agent shall control expenses in accordance with the agreed upon Budget. Both the Agent and the Owner will promptly notify the other if either accounts for, is informed of, or anticipates an increase for any particular item included on the operating budget or any project expense that will impact the total projected operating expense for the Project. The Budget shall include a schedule of recommended rents to be charged for each dwelling unit, including recommended rent increases with respect to Lease renewals and new Leases. In preparing each proposed Budget, Agent and Owner shall each use their best efforts to take account of anticipated increases in real estate taxes, utility charges, and other operating costs including all anticipated office and administrative expenses of the Agent that may be considered Project expenses. If there is any monthly deficiency to pay expenses from income received, Agent shall bill Owner for such deficiency and Owner shall use its best efforts to pay Agent such deficient amount within fourteen (14) days, but no later than thirty (30) days.

14. **RECORDS AND REPORTS**

In addition to any requirements or other provisions of the Management Contract, in accordance with amounts provided in the Budget, Agent shall have the following responsibilities with respect to records and reports:

- a. Agent shall establish and maintain a system of records, books, and accounts, including computerized systems, in a manner satisfactory to Owner. All records, books, and accounts shall be subject to examination at reasonable hours by any authorized representative of Owner.
- b. Agent shall prepare a monthly report containing and including at least the following for the month just completed: (i) a statement of income and expenses and accounts; (ii) a rent roll; (iii) balance sheet; Agent shall submit each such report to Owner on or before the twenty-fifth (25th) day of each month.
- c. Agent shall prepare, execute, and file all forms, reports, and returns required by law in connection with the employment of personnel, unemployment insurance, worker's compensation insurance, disability benefits, Social Security, and other similar insurance.
- d. Agent shall establish tenant files containing copies of leases, certification forms,



notices, and other documentation required by any lender or the affordability program, if and to the extent applicable.

- e. Agent shall file on behalf of Owner, the customary property management compliance reports. Agent shall cooperate fully with all necessary activities of the auditor and paid tax preparer. Agent shall also file compliance reports required by the first mortgage lender and the limited partner.
- f. Agent shall promptly furnish such additional information (including monthly occupancy reports) as may be requested from time to time by Owner with respect to the renting and financial, physical, or operational condition of the Project. If Agent is requested to provide any additional reporting other than those outlined specifically in paragraph 14, Sections (b), additional charges will apply.

15. **UTILITIES, SERVICES AND ENERGY CONSERVATION MEASURES.**

- a. In accordance with the Budget, Agent shall make arrangements and continue to pay for water, electricity, gas, cable, sewage, and trash disposal, vermin extermination, decorating, laundry facilities, telephone service and other services in connection with the Project.
- b. Each tenant will be in direct control over their consumption of gas and electricity. The manager will carry out orientation programs to educate the tenants in regard to the conservation procedures. Each tenant will be advised how to best maintain their equipment to the best of their ability and to call the office for assistance for those who are unable to maintain the equipment. Items such as filter changes, thermostat settings, and water temperature control will be an integral part of the program. The manager will develop orientation programs that will include energy conservation measures that consider not only the items listed here, but also optimum times of cooking and not cooking, as well as doing laundry and other household chores. This information will be included at the tenant move-in orientation.
- c. Management will be involved in conservation at all levels. Particular attention will be paid to conservation of energy in all common areas of the project.
- d. Management will be involved in all energy conservation programs on the complex. All-night lighting systems will be on photoelectric cells to go on at dark and off at daybreak; and all watering systems will be set to not over water to the extent that water consumption is escalated and water runs down the street. Upon a tenant moving out, prior to re-renting the unit, all hot water tanks will be reset to a maximum of 120 degrees. The management will provide filters as necessary to keep the HVAC clean and efficient as well as make service calls on all HVAC that are not operating properly. At the time of the maintenance visit, the maintenance staff is instructed to educate the

tenants with regard to conservation of utilities. Additionally, with each visit to a unit the maintenance staff is instructed to inspect the hot water tank for malfunctions. The manager will make available free pamphlets distributed through the utility companies with household hints on conservation when available.

16. PLANS FOR TENANT PARTICIPATION IN HOUSING AND TENANT'S RELATIONSHIP WITH MANAGEMENT.

- a. Every effort will be made to encourage residents to initiate, conduct and participate in neighborhood watch programs, resident councils and/or resident social activities. Managers are likewise encouraged and prompted to facilitate such activities.
- b. The Tenant Grievance and Appeals Procedure is posted in the Site Manager's office. The tenant/member will submit all grievances to the manager who will be responsible for initial review of the complaint, discussion with their Regional Supervisor and coordination and delivery of the response.

17. MANAGEMENT AGENT & CASE MANAGEMENT

The property manager will referral resident to U.S. VETS or Case Management if a resident is in needed of the following assisted services may include, but limited to benefits counseling, non-cash benefits to support household stability and housing retention through a structured process:

1. Initial Assessment & Case Management

- Upon entry into the project, tenants are offered case management to include an assessment to identify financial and non-financial needs.
- U.S. VETS staff evaluate potential eligibility for assistance programs.

2. Identification of Available Benefits

- U.S. VETS provides information and guidance on benefits such as:
- Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI)
- Temporary Assistance for Needy Families (TANF)
- Supplemental Nutrition Assistance Program (SNAP)
- Veterans benefits (VA Pension, Service-Connected Compensation, HUD-VASH)
- Energy and utility assistance programs

- Unemployment Insurance Benefits
  - VA Healthcare
  - Medicaid/Medicare
  - Public Transit Vouchers for reduced fare
3. Application Assistance & Advocacy
- Staff assist tenants with completing and submitting applications for relevant benefits as needed
  - Staff facilitate connections with benefit agencies and provide advocacy when necessary to resolve application barriers.
4. Coordination with Community Partners
- U.S. VETS collaborates with local social service organizations, workforce development agencies, and veterans' service providers to streamline the application process.
  - If legal assistance is needed for benefits appeals, referrals are made to legal aid services
5. Ongoing Support & Follow-Up
- Staff assist veterans and needed in tracking application progress to support tenants in receiving approved benefits.
  - Regular check-ins help tenants maintain eligibility and renew benefits as needed.
  - Financial counseling and budgeting support are offered to help tenants manage income effectively.
6. Emergency Assistance Options
- In cases of immediate financial hardship, emergency rental and utility assistance programs may be available.
  - Short-term financial assistance may be provided through partnerships with local nonprofits.

The Property Manager Moving On strategy is to apply HOMEkey and The Housing First Tenant Retention policy and practice of NOFA. The Property manager must communicate with Supportive Service or Case Management to make every attempt to retain resident housed and not to exit resident to homelessness and maintain clear record and notation. The Property Manager is to focus on HOMEkey/Housing First Strategies

which includes, but not limited to:

- Engage with clients to build a service plan that suits their needs.
- Help clients understand how services help them maintain housing.
- Application decisions are quick, clear, and transparent
- Employ Harm Reduction approach to substance abuse.
- Reasonable accommodation offered in the screening and application process.
- Ensure clients have a complete understanding of house rules and behavior expectations.
- Understand clients' housing barriers and work with them to make progress in addressing them.
- Allow clients the same freedoms afforded to other renters in the area.
- Prevent eviction whenever possible.
- Provide proactive updates and maintenance of service plans.
- Communicate clear and accessible written policies to relay and report issues with units and services.
- Produce timely and consistent action steps to resolve concerns and maintain housing.
- Allot space and provide resources for a wide array of services.
- Practice respect for tenant rights and privacy

**18. SUBSTANCE ABUSE POLICY AND PRACTICE**

Housing First supportive housing programs and Owner/Agent must prevent lease violations and evictions among tenants. Program policies consistent with a Housing First approach do not consider alcohol or drug use in and of itself to be lease violations, unless such use results in disturbances to neighbors, poses a risk health and safety, violent offenses against a person, or is associated with illegal activity (e.g., selling illegal substances).

If the use of substance results violent offenses against a person or involves illegal activity such as selling illegal substances, the manager will notify the Service Provider about the Lease Violation before providing the tenant with the Notice of Termination Tenancy. The Lease Violation will be discussed with the manager, Service Provider, and Tenant, and a Notice of Termination of Tenancy will be issued promptly.

**19. PLANS FOR CARRYING OUT MANAGEMENT TRAINING PROGRAMS.**

- a. We maintain our own training program. Regional Supervisors will thoroughly train new hires in the areas of, Manager's Handbook and company policies and procedures. All new managers are required to attend and pass Agent-sponsored training courses.

- b. When a new manager is hired at any complex, the manager trainee is put through our training program which includes all aspects of the particular program under which he or she will be working as well as our management and safety programs. In addition, we conduct periodic safety programs. Agency approved training programs are utilized for training managers in regulations, certification, and continuing education programs.

20. **TERMINATION OF LEASE OR OCCUPANCY AGREEMENTS DUE TO EVICTIONS.**

- a. Property management must send written notices to the tenant and service provider regarding eviction issues. Tenants will have a chance to meet with property management staff and the service provider to discuss housing concerns. Property managers must provide clear timelines and expectations for tenants, while service providers can assist tenants in addressing eviction-related problems. If a tenant cannot maintain housing, property managers should offer the option of a 30- day notice to prevent an eviction on their record. An Evictions Prevention Process is a recommended practice where property managers and service providers collaborate to create a strategy for tenants to maintain stable housing.
- b. Housing First Principals: If a tenant continually engages in lease violations, such as failure to pay rent, or behaviors that interfere with other tenants' rights of peaceful enjoyment of their apartments or common space, despite repeated attempts to work with the tenant and service provider to address the lease violations, property managers may evict. To evict tenants, property management must document interventions that highlight efforts to prevent eviction (i.e., case notes, notices, interventions attempted, etc.). Property managers must also offer the tenant an option to leave voluntarily with a 30- or 60-day notice, to prevent an eviction from appearing on the tenant's record. Property managers must follow California law in providing adequate formal notice of eviction, and file an unlawful detainer, should the tenant remain in the unit beyond the notice period.

21. **INSURANCE**

- a. The Managing Agent is knowledgeable and is responsible for furnishing fidelity bond coverage as a Project expense. All employees will be covered by the Agent's fidelity bond in the amount of \$750,000 per instance.
- b. Agent shall investigate and immediately furnish the Owner with full reports of all accidents occurring on or about the premises of the Project or in connection with the operation of the Project, or any claims or potential claims for damage arising

out of such accidents on forms provided by Owner. Agent shall cooperate with the Owner and insurers in the investigations and settlement thereof. The liability policy will name Agent as an additional insured. Owner will provide Agent with the current Project's insurance certifications listing Agent as additional insured on an on-going basis.

22. **TERMS OF AGREEMENT**

A copy of the proposed Management Plan is attached as a subpart of the Management Contract.

23. **MANAGEMENT COMPENSATION**

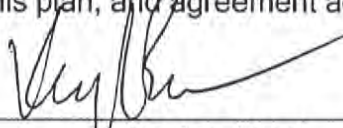
The Management Agreement sets forth the responsibilities as well as the compensation and how the compensation is to be paid to the Managing Agent. All management fees will be paid monthly.

24. **ON-SITE MANAGEMENT.**

- a. The Site Manager will perform on-site management duties.
- b. The Site Manager and staff job descriptions begin in Section 2.
- c. The Site Manager or a maintenance person must live on site in a rent-free apartment.
- d. Office hours will be established to meet the needs of the tenants within the limits set by the approved budget. Current hours will be posted on the office door.

25. VALIDITY OF THE MANAGEMENT PLAN

I hereby certify this plan, and agreement addresses all aspects of project management.

Signature 

Managing Agent

Title VP of Administration

Date 2/28/2025

Signature Lori Allgood

Owner

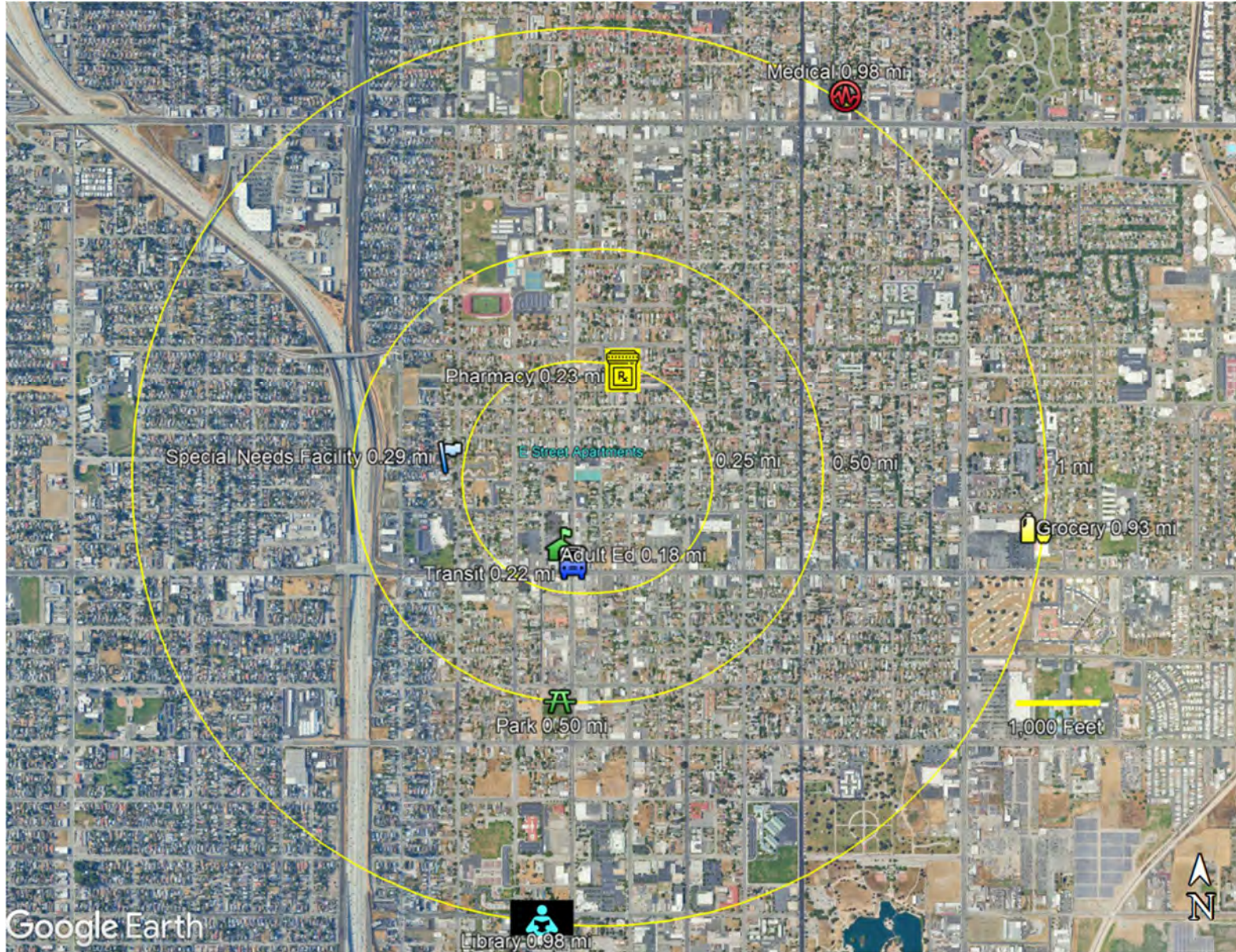
Title COO

Date 02.28.2025

# U.S.VETS – E Street

1351 N. E Street, San Bernardino, CA 92405

## 53. Amenities Map





**VI. POINTS SYSTEM - SECTION 1: POINTS SYSTEM**

**A. General Partner and Management Company Characteristics**

**Maximum 10 Points**

**A(1) General Partner Experience**

**7 Points**

**General Partner Name:**

Kingdom Development, Inc.

Select from ONE of the following two options:

5 or more projects in service more than 3 years, including 1 in service more than 5 years and 2 California LIHTC projects

Special Needs housing type project opting for 5 project experience category:

For Special Needs housing type projects applying through the Nonprofit or Special Needs set-asides only:

To qualify for this option, all projects must qualify as Special Needs. The California LIHTC project need not be one of the Special Needs projects.

To receive points under this subsection for projects in existence for more than three years from the filing deadline date, the applicant must submit a certification from a third-party certified public accountant (CPA) that the projects for which points are requested have maintained a positive operating cash flow from typical residential income alone (e.g. rents, rental subsidies, late fees, forfeited deposits, etc.) for the year in which each development's last financial statement has been prepared and have funded reserves in accordance with the partnership agreement and any applicable loan documents. This certification must list the specific projects for which the points are being requested. The CPA certification may be in the form of an agreed upon procedure report that includes funded reserves as of the report date, which shall be within 60 days of the application deadline, unless the general partner or key person has no current projects which are eligible for points in which case the report date shall be after the date from which the general partner or key person separated from the last eligible project. To obtain points for projects previously owned by the proposed general partner, a similar certification must be submitted with respect to the last full year of ownership by the proposed general partner, along with verification of the number of years that the project was owned by that general partner. This certification must list the specific projects for which the points are being requested. For tribal applicants contracting with a developer who will not be a general partner to receive points, see Reg. Section 10325(c)(1) and Checklist Tab 21.

**Total Points for General Partner Experience:** 7

**A(2) Management Company Experience**

**3 Points**

**Management Company Name:**

Hyder Property Management Professionals

Select from ONE of the following two options:

Special Needs housing type project opting for 11 project experience category: N/A

For Special Needs housing type projects applying through the Nonprofit or Special Needs set-asides only:

4 or more Special Needs projects managed more than 3 years, including 1 California LIHTC project

To qualify for this option, all projects must qualify as Special Needs. The California LIHTC project need not be one of the Special Needs projects.

**Total Points for Management Company Experience:** 3

Points in subsections (A) and (B) above will be awarded in the highest applicable category and are not cumulative. For maximum points in either subsection (A) or (B) above, a completed application attachment for the general partner or for the management agent, respectively, must be provided. For points to be awarded in subsection (B), an enforceable management agreement executed by both parties for the subject application must be submitted at the time of application. "Projects" as used in this subsections (A) and (B) means multifamily, rental, affordable developments of over 10 affordable units that are subject to a recorded regulatory agreement or, in the case of housing on tribal lands, where federal HUD funds have been utilized in affordable rental developments. General Partner and Management Company experience points may be given based on the experience of the principals involved, or on the experience of municipalities or other nonprofit entities that have experience but have formed single-asset entities for each project in which they have participated, notwithstanding that the entity itself would not otherwise be eligible for such points.

General partners and management companies with fewer than two active California LIHTC projects for more than three years, and general partners and management companies for projects requesting points under the special needs categories with no active California LIHTC projects for more than three years, should refer to Regulation Section 10325(c)(1) and Checklist Items Tabs 21 and 22 for additional requirements.

**Total Points for General Partner & Management Company Experience:** 10

**B. Housing Needs**

**Maximum 10 Points**

**Special Needs**

**10 Points**

Select one if project is a scattered site acquisition and/or rehabilitation N/A

**Total Points for Housing Needs: 10**

**C. Site & Service Amenities**

**C(1) Site Amenities**

**Maximum 15 Points**

Amenities must be appropriate to the tenant population served. The amenity must be in place at the time of application (refer to CTCAC regulations and the Checklist for limited exceptions). The application must include a map scaled for distance using a standardized radius from the development site as determined by the Committee. Measurement from the project to a site must not cross significant physical barriers. The map must show the distance of the site amenities from the development site. An application proposing a project located on multiple scattered sites shall be scored proportionately in the site amenities based upon (i) each site's score, and (ii) the percentage of units represented by each site. Proportional scoring means, for a project to score the maximum 15 points, each site must independently score 15 points for site amenities. Include a table in Tab 23 identifying each site's point categories and site amenity location. Applicants must provide color photographs, a contact person and a contact telephone number for each requested site amenity. Any inaccurate information will be subject to negative points. No more than 15 points will be awarded in this category. Only one point award will be available in each of the subcategories (a-h) listed below. Site amenity points are not applicable to projects that apply and are awarded under the Native American apportionment. However, for those applicants unsuccessful in the apportionment and considered under the Rural set-aside, site amenity scoring will be applicable.

Amenities may include:

**a) Transit**

- (i) Located where there is a bus rapid transit station, light rail station, commuter rail station, ferry terminal station, or public bus stop within 1/3 mile of the project site with service at least every 30 minutes during the hours of 7-9 a.m. and 4-6 p.m. Monday through Friday (or at least two departures during each peak period for the commuter rail station or ferry terminal), and the project's density exceeds 25 units per acre. **7 Points**
- (ii) The project site is within 1/3 mile of a bus rapid transit station, light rail station, commuter rail station, ferry terminal, bus station, or public bus stop with service at least every 30 minutes during the hours of 7-9 a.m. and 4-6 p.m. Monday through Friday (or at least two departures during each peak period for the commuter rail station or ferry terminal). **6 Points**
- (iii) The project site is within 1/2 mile of a bus rapid transit station, light rail station, commuter rail station, ferry terminal, bus station, or public bus stop with service at least every 30 minutes during the hours of 7-9 a.m. and 4-6 p.m. Monday through Friday (or at least two departures during each peak period for the commuter rail station or ferry terminal). **5 Points**
- (iv) The project site is within 1/3 mile of a bus rapid transit station, light rail station, commuter rail station, ferry terminal, bus station, or public bus stop. (For Rural set-aside projects, these points may be awarded where van or dial-a-ride service is provided to tenants.) **4 Points**
- (v) The project site is within 1/2 mile of a bus rapid transit station, light rail station, commuter rail station, ferry terminal, bus station, or public bus stop. **3 Points**

Select one:  (i)  (ii)  (iii)  (iv)  (v)

In addition to meeting one of the categories above (i through v), points are available to applicants committing to provide residents free transit passes or discounted passes to each rent restricted unit for at least 15 years.

(For item (iv) Rural set-aside projects, points not available for projects with van services. Only available to projects with dial-a-ride service for free or discounted dial-a-ride passes):

Select one: N/A

N/A A private bus or transit system providing free service may be substituted with prior approval from the CTCAC Executive Director. This prior approval must be received before the application deadline and the bus or transit system must meet the relevant headway and distance criteria stated above. If pre-approved, select applicable point category above.

**Total Points for Transit Amenity: 7**

## b) Public Park

- (i) The site is within 1/2 mile of a public park or a community center accessible to the general public (1 mile for Rural set-aside projects). A public park shall not include 1) school grounds unless there is a bona fide, formal joint-use agreement between the jurisdiction responsible for the park's/recreation facilities and the school district or private school providing availability to the general public of the school grounds and/or facilities. 2) greenbelts or pocket parks, or 3) open space preserves or biking parkways unless there is a trailhead or designated access point within the specified distance.  
Joint-use agreement (if yes, please provide a copy) **N/A** **3 Points**

- (ii) The site is within 3/4 mile (1.5 miles for Rural set-aside). **2 Points**

Select one: **(i)**

**Total Points for Public Park Amenity: 3**

## c) Book-Lending Public Library

- (i) The site is within 1/2 mile of a book-lending public library that also allows for inter-branch lending when in a multi-branch system (1 mile for Rural set-aside projects). **3 Points**

- (ii) The site is within 1 mile of a book-lending public library that also allows for inter-branch lending when in a multi-branch system (2 miles for Rural set-aside projects). **2 Points**

Select one: **N/A**

**Total Points for Public Library Amenity: 0**

## d) Full-Scale Grocery Store, Supermarket, Neighborhood Market, or Farmers' Market

Please refer to Checklist Items for supporting documentation requirements

- (i) The site is within 1/2 mile of a full scale grocery store/supermarket of at least 25,000 gross interior square feet where staples, fresh meat, and fresh produce are sold (1 mile for Rural set-aside projects). **5 Points**

- (ii) The site is within 1 mile of a full scale grocery store/supermarket of at least 25,000 gross interior square feet where staples, fresh meat, and fresh produce are sold (2 mile for Rural set-aside projects). **4 Points**

- (iii) The site is within 1.5 mile of a full scale grocery store/supermarket of at least 25,000 gross interior square feet where staples, fresh meat, and fresh produce are sold (3 mile for Rural set-aside projects). **3 Points**

- (iv) The site is within 1/4 mile of a neighborhood market of 5,000 gross interior square feet or more where staples, fresh meat, and fresh produce are sold (1/2 mile for Rural set-aside projects). **4 Points**

- (v) The site is within 1/2 mile of a neighborhood market of 5,000 gross interior square feet or more where staples, fresh meat, and fresh produce are sold (1 mile for Rural set-aside projects). **3 Points**

- (vi) The site is within 1/2 mile of a weekly farmers' market on the list of Certified Farmers' Markets by the California Department of Food and Agriculture and operating at least 5 months in a calendar year. **2 Points**

- (vii) The site is within 1 mile of a weekly farmers' market on the list of Certified Farmers' Markets by the California Department of Food and Agriculture and operating at least 5 months in a calendar year. **1 Point**

Select one: **(ii)**

**Total Points for Full-Scale Grocery Store/Supermarket or Convenience Market Amenity: 4**

**e) Public Elementary, Middle, High School, Adult Education Campus, or Community College**

- (i) The site is within (1) mile of adult education campus of a school district, or community college (an additional 1/2 mile for Rural set-aside projects). **3 Points**
- (ii) For a qualifying development,\* the site is within 1/4 mile of a public elementary school; 1/2 mile of a public middle school; or 1 mile of a public high school (an additional 1/2 mile for each public school type for Rural set-aside projects), and the site is within the attendance area of that school. **3 Points**
- (iii) For a qualifying development,\* the site is within 3/4 mile of a public elementary school; 1 mile of a public middle school; or 1.5 miles of a public high school (an additional 1 mile for each public school type for Rural set-aside projects), and the site is within the attendance area of that school. **2 Points**

\*A development wherein at least 25% of the tax credit units are 3-bedroom or larger; or, for Special Needs housing type, at least 25% of the Large Family tax credit units are 3-bedroom or larger.

Select one:  (i)

**Total Points for School Amenity: 3**

**f) Senior Developments: Daily Operated Senior Center**

- (i) For a **senior development** the project site is within 1/2 mile of a daily operated senior center or a facility offering daily services to seniors (not on the project site) (1 mile for Rural set-aside). **3 Points**
- (ii) The project site is within 3/4 mile of a daily operated senior center or a facility offering daily services to seniors (not on the project site) (1.5 miles for Rural Set-aside). **2 Points**

Select one:  N/A

**Total Points for Daily Operated Senior Center Amenity: 0**

**g) Special Needs Development: Population Specific Service Oriented Facility**

- (i) For a **special needs development**, the site is located within 1/2 mile of a facility that operates to serve the population living in the development. **3 Points**
- (ii) The project site is located within 1 mile of a facility that operates to serve the population living in the development. **2 Points**

Select one:  (i)

**Total Points for Population Specific Service Oriented Facility Amenity: 3**

**h) Medical Clinic or Hospital**

- (i) The site is within 1/2 mile (1 mile for Rural Set-aside) of a qualifying medical clinic with a physician, physician's assistant, or nurse practitioner onsite for a minimum of 40 hours each week, or hospital (not merely a private doctor's office). **3 Points**
- (ii) The site is within 1 mile (1.5 miles for Rural Set-aside) of a qualifying medical clinic with a physician, physician's assistant, or nurse practitioner onsite for a minimum of 40 hours each week, or hospital (not merely a private doctor's office). **2 Points**

Select one:  (i)  (ii)

**Total Points for Medical Clinic or Hospital Amenity: 2**

**i) Pharmacy**

(i) The site is within 1/2 mile of a pharmacy (1 mile for Rural Set-aside). (This category may be combined with the other site amenities above). **2 Points**

(ii) The site is within 1 mile of a pharmacy (2 miles for Rural Set-aside). (This category may be combined with the other site amenities above). **1 Point**

Select one:  (i)

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<b>Total Points for Pharmacy:</b>	<b>2</b>
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**j) In-unit High Speed Internet Service**

(i) High speed internet service with a 25 megabits/second capacity provided in each Low-Income Unit free of charge to the tenants for a minimum of 15 years, and available within 6 months of the project's placed-in-service date. If internet service is selected, it must be provided even if it is not needed for points. **2 Points**

(ii) **Rural set-aside only:** High speed internet service with a 25 megabits/second capacity provided in each unit free of charge to the tenants for a minimum of 15 years, and available within 6 months of the project's placed-in-service date. If internet service is selected, it must be provided even if it is not needed for points. **3 Points**

Select one:  N/A

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<b>Total Points for Internet Service:</b>	<b>0</b>
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**k) Highest or High Resources Area**

(i) The project is a new construction Large Family housing type project, except for a project subject to affordable housing ordinances, as defined in Section 10325(c)(9)(C), and the site is located in a census tract designated on the CTCAC/HCD Opportunity Area Map as Highest or High Resource. **8 Points**

Select one:  N/A

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<b>Total Points for Highest or High Resources Area:</b>	<b>0</b>
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<b>Total Points for Site Amenities:</b>	<b>24</b>
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**Site Amenity Contact List:**

Amenity Name: Omnitrans SBX Route [E Street & B  
 Address: 1700 W. Fifth St.  
 City, Zip: San Bernardino, 92411  
 Contact Person: Customer Service Operator  
 Phone: (909) 379-7100 Ext.:  
 Amenity Type: Transit Station/Transit Stop  
 Website: https://omnitrans.org/  
 Distance in miles: 0.22 mi

Amenity Name: Bryce E. Hanes Park and Jon Cole Sk  
 Address: 900 N.E St.  
 City, Zip: San Bernardino, 92410  
 Contact Person: James C. Pierson - President of Board  
 Phone: (909) 384-7272 Ext.:  
 Amenity Type: Public Park  
 Website: https://sbcity.org/Parks  
 Distance in miles: 0.50 mi

Amenity Name: Norman F. Feldheym Public Library  
 Address: 555 W. 6th St.  
 City, Zip: San Bernardino, 92410  
 Contact Person: James C. Pierson - President of Board  
 Phone: (909) 381-8201 Ext.:  
 Amenity Type: Book-Lending Public Library  
 Website: https://www.sbpl.org/Facilities/Fac  
 Distance in miles: 0.98 mi

Amenity Name: Stater Bros Market  
 Address: 444 E. Baseline St.  
 City, Zip: San Bernardino, 92410  
 Contact Person: Zach Clark - Store Manager  
 Phone: (909) 889-6270 Ext.:  
 Amenity Type: Grocery/Farmers' Market  
 Website: https://www.staterbros.com/stores/2  
 Distance in miles: 0.93 mi

Amenity Name: Inland Career Education Center  
 Address: 1200 N. E St.  
 City, Zip: San Bernardino, 92405  
 Contact Person: Raul Pedraza - Principal  
 Phone: (909) 388-6000 Ext.:  
 Amenity Type: Adult Education Campus/Community  
 Website: https://icec.sbcsd.com/  
 Distance in miles: 0.18 mi

Amenity Name: Central City Lutheran Mission  
 Address: 1200 N. E St.  
 City, Zip: San Bernardino, 92405  
 Contact Person: Dr. LaSharnda Beckwick - President  
 Phone: (714) 685-1800 Ext.:  
 Amenity Type: Specific Service Oriented Facility  
 Website: https://www.lsssc.org/  
 Distance in miles: 0.29 mi

Amenity Name: Unicare Community Health Center  
 Address: 184-190 E. Highland Ave.  
 City, Zip: San Bernardino, 92404  
 Contact Person: Manager on Duty  
 Phone: (909) 882-4788 Ext.:  
 Amenity Type: Medical Clinic/Hospital  
 Website: https://unicarechc.org/locations/sa  
 Distance in miles: 0.98 mi

Amenity Name: North D Pharmacy  
 Address: 1556 North D St., Suite B  
 City, Zip: San Bernardino, 92405  
 Contact Person: Manager on Duty  
 Phone: (90) 951-5051 Ext.:  
 Amenity Type: Pharmacy  
 Website: https://northdpharmacy.com/  
 Distance in miles: 0.23 mi

Amenity Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Ext.: \_\_\_\_\_  
 Amenity Type: \_\_\_\_\_  
 Website: \_\_\_\_\_  
 Distance in miles: \_\_\_\_\_

Amenity Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Ext.: \_\_\_\_\_  
 Amenity Type: \_\_\_\_\_  
 Website: \_\_\_\_\_  
 Distance in miles: \_\_\_\_\_



U.S. Department  
of Veterans Affairs

VA Loma Linda Healthcare System  
11201 Benton Street  
Loma Linda, CA 92357  
(800) 741-8387 – (909) 825-7084  
[www.lomalinda.va.gov](http://www.lomalinda.va.gov)

In Reply Refer To: 122/Valor

February 24, 2025

Gustavo Velasquez, Director  
California Department of Housing & Community Development  
651 Bannon Street  
Sacramento, CA 95811

Re: U.S.VETS – E Street, Letter of Support

Dear Mr. Velasquez,

On behalf of VA Loma Linda Healthcare System we are honored to offer enthusiastic support for the application submitted by San Bernardino County Community Development and Housing Department, U.S.VETS Housing Corporation, and Kingdom Development, Inc. for the HCD 2024 Homekey+ program NOFA. This application seeks funding to construct U.S.VETS – E Street Apartments, an affordable housing development located in the City of San Bernardino, California.

U.S.VETS – E Street will create 30 newly built affordable housing units, including 29 units of Permanent Supportive Housing designed for Veterans and individuals at risk of or experiencing homelessness, along with those facing mental health or substance use challenges. The need for stable, supportive housing is a crucial element in addressing homelessness within our community, and this project directly responds to that need.

This initiative exemplifies the power of collaboration, bringing together development partners and public agencies to provide housing for a highly vulnerable population. We strongly believe that funding from the Homekey+ program is essential to ensuring the success of U.S.VETS – E Street and to furthering the impact of the partnerships that will bring this important project to fruition.

We kindly ask for your full support and consideration of this funding request. Should you have any questions or require additional information, please do not hesitate to contact me directly at 909-825-7084 ext. 5024 or via email [Caron.Bayor@va.gov](mailto:Caron.Bayor@va.gov).

Sincerely,

Caron Bayor, LCSW  
Homeless Program Section Chief  
(909) 825-7084 ext. 5024



## **U.S.VETS Outreach Policy**

### **Purpose**

The purpose of the Outreach Policy is to have a safe and effective method in place to conduct appropriate, timely and necessary outreach screenings to individuals that may benefit from U.S.VETS services and programs.

### **Policy**

It is the policy of U.S.VETS to conduct outreach services and provide housing and supportive service referrals and information to individuals who are homeless or are at risk of homelessness and to engage community partners through the collaboration of service interventions and to increase awareness of services available to address housing needs.

### **Procedure**

U.S.VETS Outreach practices will follow health & safety protocols published by the CDC and/or other applicable sources in regard to COVID-19 or other communicable diseases (as appropriate) when meeting with Partners and veterans to mitigate risk of risk of exposure.

#### **1. Street/Field Outreach**

- a. U.S.VETS Outreach Team, or designee(s), will establish contact with community members who may benefit from services.
- b. When encountering a veteran, the team will provide information about U.S.VETS services and the local coordinated entry system (or other defined coordinated access system defined through each CoC).
- c. The Outreach Team will track veterans encountered on a daily basis to include demographics data such as date of encounter, name, branch of service, birthdate, etc. using the Outreach Contact Form.
- d. Each site will maintain an Outreach database, updated weekly, using the data received through the Outreach Contact Form
- e. Outreach vehicles and/or outreach field kits will include a standard precautions kit including but not limited to a thermal scanner, disposable gloves, liquid hand sanitizers (active ingredient 90% alcohol or more), masks (disposable, face masks, face shields, etc.), tissues, and other protective gear as appropriated.
- f. The Outreach Team will use company provided PPE when conducting field outreach. PPE includes but is not limited to masks, face coverings, face shields, hand sanitizer and disposable gloves. Hand sanitizer and temperature checks will be provided for all Veterans prior to screening and intake utilizing the 6 foot separation.
- g. If transportation is required, staff will provide transportation in accordance with the U.S.VETS transportation policy or utilize ride share services such as Uber/Lyft as available.
- h. Outreach will target setting up weekly pop-up sites in the community in or around entry/exit points where homeless congregate.





## **2. Community Outreach**

- a. U.S.VETS staff will aid in outreach by promoting U.S.VETS services to other agencies when attending meetings, Stand Downs, and resource fairs throughout the community.
- b. U.S.VETS Outreach staff will carry and provide business cards, flyers and/or other organizationally approved marketing materials to community-based agencies to promote collaboration in assisting those experiencing homelessness.

## **Responsibility/Governance**

The Program Manager, Outreach Coordinators and/or designee is responsible for ensuring this policy and procedure is implemented, monitored, and regularly reviewed.



## **U.S.VETS Referral Policy**

### **Purpose**

The purpose of the Referral Policy is to make appropriate, timely and necessary referrals to resources for U.S.VETS clients to help them successfully transition to self-sufficiency and social independence. This policy ensures that U.S.VETS team members understand the steps of the referral process and subsequent follow up measures, as does the U.S.VETS client.

### **Policy**

U.S.VETS team members will provide clients with appropriate, timely and necessary referrals to a variety of resources in order to offer veterans and their families a better opportunity for successful transition to self-sufficiency.

### **Procedure**

- When determined a client will benefit from a referral for services or resources offered by an outside agency, the U.S.VETS team member will consult with the client as to the nature of the referral, ensure that the client understands the referral, and make every effort to assist the client in following through with the referral.
- The U.S.VETS team member will then make contact with the agency that the client is to be referred to, determine their procedures, and in most cases refer the client to that agency in writing. If releases of information are required, all steps will be followed according to HIPAA guidelines as applicable.
- Once a client has been referred to the agency, the team member will ask for confirmation that the client was seen, that the available resources have been obtained, and what follow-up steps, if any, are needed.
- If a client refuses a referral, and it is determined by a U.S.VETS team member that it is a safety issue, then all measures will be taken to ensure that the client is sent to that resource or service agency, including contacting emergency services if necessary.
- All appropriate and necessary information will be shared with the client and will be incorporated into his/her action and/or treatment plan.
- All referrals will be documented in the client file, per guidelines of the program.  
This information will have to be reviewed with CM's to ensure they all understand the expectation.

### **Responsibility/Governance**

The Program Manager in conjunction with the Director of Behavior Health is responsible for ensuring the policy and procedure is implemented, monitored and regularly reviewed

### Local Approvals and Environmental Review Verification

To the Applicant: Submit this form to the agency or department of local government responsible for administration of the items listed. This form may be submitted to more than one agency or department if necessary. If an item is not required, include the reason why in box provided.

Project Applicant/Co-Applicant:	San Bernardino County Community Development & Housing Department
Applicant/Co-Applicant Address:	560 E Hospitality Ln.
Applicant/Co-Applicant City:	San Bernardino
Project Name:	U.S. VETS - E Street
Project Address/site:	1351 North E Street
Project City:	San Bernardino
Project County:	San Bernardino
Assessor Parcel Numbers (APNs):	0145-211-55

To the local jurisdiction: The Applicant named above has submitted an application to the State Dept. of Housing and Community Development (HCD) requesting funding for the Project named above, under the Homekey+ Program. Projects submitted for program funding are subject continuous, over the Counter basis, with exceptions noted in Section 400. Project readiness is a component of that process. Verification of items listed below will be used in evaluating Homekey+ applications.

Is this Project approved "by right"?

			No	
		Applicable for this Project	% Complete	Approved Date
CEQA Environmental Clearance is in progress, approved, or determined to be unnecessary	<b>CEQA</b>	Yes	99%	
NEPA Environmental Clearance is in progress, approved, or determined to be unnecessary	<b>NEPA</b>	No		

Specify in the box below, items not required and explain why (include documentation, if applicable):

The CEQA analysis was determined to be a Categorical Exemption under Section 15331 with the adoption of Resolution 2022-001 and approval of CUP 21-02. CUP 21-02 had expired, but has since been resubmitted and a new case number of CUP 25-04 has been assigned. Although an updated CEQA analysis will be performed for CUP 25-04, The City of San Bernardino Planning Division can confirm that there is 1) no changes to the project that would result in a significant impact and 2) no significant circumstances have changed for the project that would result in a severe impact. Therefore, the Categorical Exemption of Section 15332 for Infill Development would not change under the new CUP 25-

	Required for this Project?	Under Review?	Verified as Completed and date completed
All necessary, discretionary, and non-discretionary public land use approvals except building permits and other ministerial approvals are:	Yes	Yes	

Specify in the box below, items not required and explain why (include documentation, if applicable):

N/A

Dated: 2/27/2025

Statement Completed by (please print):	Michael Rosales
Signature:	<i>Mike Rosales</i>
Title:	Senior Planner
Agency or Department:	Community Development and Housing Department - Planning Division City of San Bernardino
Agency or Department Address:	201B N. E Street, San Bernardino, CA
Agency or Department Phone:	909-384-5930

## U.S.VETS – E Street

1351 N. E Street, San Bernardino, CA 92405

### **56. Other 5 - DVBE Specialist**

U.S. VETS – E Street (the “Project”) has identified Kent Trimble as the Disabled Veteran Business Enterprise (DVBE) Specialist who shall coordinate directly with CalVet in the identification and use of DVBEs.

## U.S.VETS - E Street

1351 N. E Street, San Bernardino, CA 92405

### **56. Other 6 – LP as Co-Applicant Explanation**

The Limited Partnership is not a Co-Applicant on this project. However, as per an email response from Alfred Gutierrez on March 4, 2025, regarding additional documents needed for the Limited Partnership, he stated, "For your LP, please use "Co-Applicant #2" or "Co-Applicant #3" sections which will request all organizational documents including Resolution." We already had a Co-Applicant in the #2 and #3 positions; therefore, we placed the LP in the Co-Applicant #4 position.