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## AFFIRMATIVE FAIR HOUSING MARKETING & MANAGEMENT PLAN & RESIDENT SELECTION CRITERIA

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### PROJECT DESCRIPTION

West Grand & Brush Apartments (the "Project") is a 59-unit apartment building, comprised of Studio, One, Two and Three Bedroom units, located at 2201 Brush Street Oakland CA. The Project is an affordable, permanent rental housing community for extremely low-income to low-income households.

All units are subject to program requirements of the City of Oakland Housing and Community Development Department, County of Alameda, the California Department of Housing and Community Development (HCD), and the Oakland Housing Authority.

### REFERRAL UNITS:

Twenty-eight (28) units will be restricted as Permanent Supportive Housing (PSH) to chronically homeless persons. Referrals for occupancy to those twenty-eight (28) Permanent Supportive Housing (PSH) units will be made through the County's Health Care Services Agency's ("HCSA") homeless Coordinated Entry System pursuant to their Implementation Policies (the "CES Units"). To qualify for any of the preferences outlined below, individuals must first enter through the County HCSA's Coordinated Entry System (CES) and meet all requirements of the system before being considered eligible for occupancy in a CES Unit.

### PROJECT BASED VOUCHER SECTION 8 THROUGH OAKLAND HOUSING AUTHORITY

The 28 Referral units will have Project-Based Voucher Section 8 (PBV) subsidy administered through the Oakland Housing Authority (OHA). Applicants for the Referral units will also need to meet eligibility criteria established by OHA.

### NON-REFERRAL UNITS:

The remaining thirty (30) units will be Non-Referral Units, which are not accessed through the CES and do not include Project-Based Voucher (PBV) subsidies. Two (2) units will be designated as non-permanent Supportive Housing homeless (NPHS) set-aside and shall be rented to persons who are homeless with special needs. Applications will be selected from a waiting list initially established through a lottery, which will prioritize Alameda County residents and workers. Refer to the preference criteria outlined below.

The housing listing will be published on <https://housing.acgov.org> and on the Eden I & R Housing database / 211 referral through website: <https://achousingchoices.org/>

Applications to be considered for the lottery can be completed on the Alameda County housing portal at <http://housing.acgov.org>. Applicants who are unable to access and complete the application through the online portal may contact our leasing office at (510) 361-3327 to request a reasonable accommodation or modification during the published period of the open waiting lottery period.

### DEFINITIONS

"Chronic Homelessness" means the condition experienced by people defined as "Chronically Homeless" under the federal Continuum of Care Program, at 24 Code of Federal Regulations (CFR) 578.3. It also includes the condition of individuals and families:

- (1) Residing in a place not meant for human habitation, emergency shelter, or safe haven, after experiencing chronic homelessness as defined in 24 CFR 578.3 and subsequently residing in a permanent housing project within the last year;

(2) Residing in transitional housing who were experiencing chronic homelessness as defined in 24 CFR 578.3 prior to entering the transitional housing; or

(3) Residing and have resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but have not done so on four separate occasions.

(4) Residing in an existing supportive housing project receiving MHP funding for Rehabilitation or being replaced by an MHP-funded project, provided that, upon initial occupancy, they were experiencing chronic homeless as defined in 24 CFR 578.3 or qualified under subsections (1) through (3) above “Homeless” has the meaning set forth in the California Code of Regulations, Title 25, Section 734;

“Homeless” has the meaning set forth in the California Code of Regulations, Title 25, Section 7341;

“Homeless” means: (1) Moving from an emergency shelter; or (2) Moving from Transitional Housing; or (3) Currently Homeless which means: (A) An individual who lacks a fixed, regular, and adequate nighttime residence; or MHP – Supportive Housing Regulations, Article 6, effective 5/14/05 Page 41 of 48 (B) An individual who has a primary nighttime residence that is: (i) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and Transitional Housing for the mentally ill); or (ii) An institution that provides a temporary residence for individuals intended to be institutionalized; or (iii) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

“Special Needs Populations” has the meaning set forth in the California Code of Regulations, Title 25, Section 7301, for “Special Needs Populations”. EBALDC has adopted homeless persons as the Special Need population definition.

Unless otherwise stated in the plan, the term “owner” will refer to West Grand & Brush 1, L.P.. The term “Agent” will refer to East Bay Asian Local Development Corporation (EBALDC) and the term “Project” will refer to West Grand & Brush Apartments.

### **PURPOSE OF THE MANAGEMENT PLAN**

The participants in this Project are dedicated to providing permanent, affordable housing. Toward this end, this plan has been developed to set forth the relationship between the Owner and the Management Agent (East Bay Asian Local Development Corporation, hereinafter “Agent”), and to describe the policies and procedures to be observed in the management of the Project.

Specifically, the plan intends to outline a definite program of action to ensure:

1. A well-managed and properly maintained project;
2. A pleasant, healthy and secure living environment for the residents;
3. A pleasant and productive relationship among the owner, residents, service provider(s), the Agent, regulatory agencies, employees, and members of the surrounding community.

This plan is to be used in conjunction with the Agent’s Property Management Policies and Procedures, the Project’s regulatory agreements, Limited Partnership Agreement, Management Agreement (between Owner and Agent), Affirmative Fair Housing Marketing Plan (as approved by Parties and lenders) and Resident Services Agreement (between Owner and services coordinator).



## I. RELATIONSHIP BETWEEN THE MANAGEMENT AGENT AND OWNERS

East Bay Asian Local Development Corporation (“EBALDC”) is a non-profit corporation formed for the purpose of developing and managing affordable housing.

The role of the Board of Directors will be to establish policies. The role of the Agent is to implement those policies. Therefore, it shall be necessary that any individual Board member not issue instructions directly to any on-site personnel or/and any personnel. Any such instruction shall be passed to the Executive Vice President of Property Operations who will then instruct the proper staff person on site. Some of the policies to be established by the Board are as follows:

1. Resident Selection
2. Eviction
3. Project Staff and Salaries House Rules and Lease and/or Amendments/Addendums
4. Security
5. Resident Services

It is the policy of the Agent that even though as agents we may be given authority to perform a broad range of duties, we intend to stay in close contact with the Board of Directors, Residents, and Property Management Committee in performing those duties. The Executive Vice President of Property Operations (EVP,PO) and Property Management Committee will meet regularly to review financial reports, management procedures, and resident relations.

In emergency situations, the Agent will take any action necessary to ensure the safety and welfare of the residents. If the emergency is of an extreme nature and could severely impact the physical or financial viability of the property, The EVP, PO will be contacted prior to taking action if possible. If it is not possible to contact the EVP, PO initially, efforts should be made to contact the EVP, PO immediately thereafter. The Agent has the authority to contract for services and make expenditures for items within the budget. Prior approval will be obtained from EVP, PO for expenditures that will result in a significant variance from the budget.

## II. MANAGEMENT

### A. Role and responsibility of the owner and/or delegation of authority to the Managing Agent

It shall be the responsibility of the Owner to establish the general policies under which the Project will operate. The Agent, based on previous experience with effective management practice, shall provide advice and recommendations in this regard. Such policies shall include and are not limited to: resident selection criteria and priority guidelines; eviction policies; house rules; security and emergency services; social services; and allocation of parking spaces.

Once the policies have been established by the Owner, the Owner shall delegate authority to the Agent to implement the policies. The Agent will, by means of periodic budgets, financial statements, and status reports, advise the Owner on the operation of the Project. In addition, the following procedures shall be followed to ensure effective day-to-day operations and cooperation between the Owner and Agent:



Day-to-day operation of the Project will be under the direct supervision of the Property Manager who will report to the Property Supervisor of the Agent.

A Property Supervisor shall be the Agent's representative in reporting to the Owner.

The Owner shall appoint a key contact person or liaison to represent the Owner in regular communications with the Agent.

There will be regular meeting times between the Owner and Agent for the purpose of reviewing policies, management procedures, resident relations, and budget control. Owner and Agent will work jointly to establish any changes in the policies and procedures. Should it become necessary to alter these policies, the Agent will not do so without the prior approval of the Owner and the regulatory body governing the site.

At no time shall the Owner or its representative issue instructions to any on-site personnel. Owner concerns and suggestions shall be communicated to the Agent's Property Supervisor, who in consultant with the EVP, PO/Associate/Director of Property Management shall issue instructions to the Property Manager.

#### B. Change in Management Agent

In the event that circumstances develop that the Agent decides not to manage the Project, the following steps would be taken:

1. The EVP, PO, Chief Operating Officer, and Chief Financial Officer would meet to discuss the matter and alternatives to self- management;
2. The matter would be brought before the Executive Leadership Team which includes the Chief Executive Officer, Chief Financial Officer, Executive Vice President of Internal Operations, Executive Vice President of Community Building, Executive Vice President of Property Operations, Executive Vice President of Real Estate Development and Senior Vice President of Resource Development and Communications.
3. There would be consultation with the Finance Committee and Property Management Committee;
4. The Agent will consult with and seek approval from the Board of Directors regarding the disposition of the property. Options may include outsourcing occupancy management only or transitioning to full third-party management. If the decision is made to outsource the Project, the Agent, with Board approval, will issue a Request for Proposals (RFP) for Management Services. Qualified management companies will be invited to submit proposals with supporting documentation and participate in interviews conducted by members of the Executive Leadership Team and the Board; and
5. The Agent would notify and seek approval from the Project's regulatory agencies, which includes but is not limited to, the Department of Housing and Community Development (if applicable as noted on regulatory agreement), of our intentions to change management companies.

As the interviews are completed, the Owner thereafter would evaluate the firms and check their references before making a selection and entering into a formal contract.



### III. STAFFING

#### A. Non-Discrimination

According to the Agent's personnel policy, all hiring of employees shall conform to equal opportunity requirements without regard race, color, creed, ancestry, age, religion, national origin, sex, sexual orientation, gender, gender identity, gender expression, marital status, disability, medical condition, genetic information, military status, or veteran status, receipt of or eligibility for housing assistance under any government housing assistance program, or other arbitrary factors.

#### B. Hiring

The Agent will be responsible for hiring, supervising and terminating on-site staff and arranging for contracted services such as laundry, landscaping, and maintenance outside the skills of the on-site maintenance person.

The Agent will make available all pertinent information such as qualifications, remuneration, application procedures, etc. to the Owner.

As indicated in the Management Agreement, all on-site personnel shall be employees of the Agent. However, the Owner will reimburse the Agent for compensation payable to on-site staff and service providers, and for all taxes and assessments incident to the employment of such personnel. These reimbursements will be treated as Project expenses and paid out of the Project Operating Account.

Special efforts will be made to provide information regarding job openings to minority candidates and contractors through outreach to community organizations, bulletin boards, newspapers and other communication media. All hiring materials will indicate that the Project is an "Equal Opportunity Employer" and will display the accessibility logo.

The minimum qualifications for each position are detailed in the job descriptions. The job descriptions are included in the Agent's Policies and Procedures Manual.

#### C. Training

The Agent has a regular training program for their on-site staff. Staff is encouraged to participate in local training and informational programs as well as training provided by management organizations such as AHMA, Elizabeth Moreland Housing Training, and NeighborWorks.

The Agent believes in hiring personnel with previous experience in their field. Nevertheless, all personnel will receive training specific to the regulatory agency and the Agent's policies and procedures.

This training will consist of the following:

1. One-to-one counseling and supervision on the part of the Property Supervisor of the project;
2. Written guidelines, manuals, and materials;
3. Requirements of non-discrimination and affirmative fair housing provided annually;



4. Periodic attendance at special training workshops sponsored by various property management associations for the purpose of updating and renewing work-related skills.

#### D. Employee Grievance Procedure

Grievances are resolved first with the Property Supervisor. If a resolution has not been met, then the EVP, PO and Associate/Director of Property Management has authority to make a final decision.

#### E. Employee Termination Procedures

The end of an employment relationship with the Agent will fall within one of the following categories: resignation, mutual agreement, layoff, unsatisfactory performance, or misconduct. The employee will be notified when his/her performance is substandard. The employee will be given an opportunity to rectify the problem. If the employee's performance continues to be substandard, the employee will be placed on probation, which may result in termination.

Employment at EBALDC is at will. Either the employee or the employer may terminate the employment relationship for any lawful reason, or for no reason, with or without cause, and at any time.

#### F. Fringe Benefits

Each employee will be given a copy of the Agent's personnel policies that outline vacation, holidays, sick leave and medical benefits. This handbook will also include specific employment policies for the Agent.

All part-time employees and full-time employees who are regularly scheduled to work over 37.5 hours per week are provided with medical/dental coverage as part of their benefit package. Residents whom are employees of the Agent will not receive additional compensation as other employees unless it is outlined within the job description. The On-Site Manager will receive housing on-site as they will not receive additional salary compensation as the fair market value of the unit will be factored into his/her salary for his/her responsibilities outlined within the job description.

#### G. Staffing Requirements

1. Property Manager/On-Site Resident Manager – 100%
2. Assistant Property Manager – 100%
3. Maintenance Technician – 100%
4. Custodian – 100%

### **PURPOSE OF AFFIRMATIVE FAIR HOUSING MARKETING PLAN**

The purpose of this Affirmative Fair Housing Marketing Plan is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The Affirmative Fair Housing Marketing Plan helps effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy.



#### IV. **NON-DISCRIMINATION AND FAIR HOUSING**

This Project will comply with all federal, state, and local fair housing and civil rights laws, as well as with all equal opportunity requirements during marketing, lease-up, and ongoing operations. Specifically, the Project is committed to requirements of:

- Title VI of the Civil Rights Act of 1964,
- Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974),
- The Federal Fair Amendment Housing Acts of 1988 (42 U.S. Code §§ 3601-3619, 3631),
- Executive Order 11063 of Nov. 20, 1962 (27 FR 11527, 3 CFR, 1959 - 1963 Comp),
- Section 504 of the Rehabilitation Act of 1973,
- The Age Discrimination Act of 1975,
- Fair Housing Amendments of 1988,
- The State of California Unruh Civil Rights Act,
- California Fair Employment and Housing Act (Government Code §§ 12940-12951, 12955-12956.2),
- California Disabled Person's Act (Civil Code § 54, et seq.),
- Recipients of State Funding (Government Code § 11135, et seq.),

The Project will not discriminate against prospective residents on the basis of the fact or perception of their race, color, religion or creed, national origin, ancestry, age, familial status, sex, marital status, domestic partner status, actual or perceived sexual orientation, gender, gender identity or expression, genetic information, physical or mental disability (including cognitive, developmental, or emotional, having Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC), HIV, medical condition, source of income, military status, or veteran status, experience of homelessness, status of domestic violence, any arbitrary basis, or any other status protected by federal, state, county or local law.

The Project will not discriminate against prospective residents on the basis of their receipt of, or eligibility for, housing assistance under any federal, state or local housing assistance program. While the Project will not discriminate against those using Section 8 or other rental assistance, applicants with such rental assistance must meet all eligibility requirements (except minimum income).

The Project shall comply with California law prohibiting landlords from requiring any resident to state, certify, or represent immigration status to a landlord, unless required by applicable Federal law.

All employment advertisements and job descriptions shall display the phrase "Equal Employment Opportunity" or "Equal Opportunity Employer." All rental advertisements and information sheets shall display the Equal Housing Opportunity logo or the phrase "Equal Housing Opportunity." Advertisements will display the disabled access logo. The Leasing Office for the Project will have Fair Housing posters and advertisements according to the Agent's Limited English Proficiency and Language Access Plan and will be conspicuously displayed in the rental office. Full documentation of all marketing and outreach efforts will be made throughout the marketing process.



## V. ACCESSIBILITY

Application materials will contain a notice of the applicant's right to reasonable accommodation as well as the right to appeal screening decisions. All background information obtained from credit and criminal history reports and/or landlord or other personal references will be considered in the light of the Project's commitment to provide housing for people facing challenges in obtaining conventional housing. Applicants with negative screening results will have the opportunity to demonstrate that past behavior causing those issues was related to a disability and request reasonable accommodation. Additionally, consideration of mitigating circumstances will be considered on an individual basis. The availability of support services that can assist the applicant in meeting the conditions of tenancy may also be considered in evaluating such information.

The Agent will make reasonable accommodations/modifications in policies, procedures, services and facilities, if necessary, to afford a person with disabilities equal opportunity to use and enjoy a dwelling unit or the common area and facilities of the property. All applicants will receive the Notice of Right to Request Reasonable Accommodations and/or Modifications. Reasonable accommodations and/or modifications will be offered when feasible to all persons with disabilities who request accommodations and/or modifications due to verified disability and verified need for the requested accommodation/modification (unless the disability and/or need are readily apparent), at any time during the application, resident selection and lease process. Requests will be reviewed in accordance with federal and state laws.

Households that require accessible features will receive priority for accessible units. Wherever possible, the Agent will offer an accessible unit to an eligible household that requires the accessibility features. When offering an accessible unit to households that do not require the features of an accessible unit, such applicants will be required to agree to move to a non-accessible unit when one becomes available or when the accessible unit is needed by a household that requires accessible features.

Open houses and marketing offices must be accessible to allow persons with disabilities to visit the site and retrieve information about accessible units.

Persons with disabilities who require alternative means for communication of information (interpreters, Braille, large print, audiotape, etc.) may contact the designated Section 504 Coordinator, whose contact information will be made public and available upon request.

## VI. MARKETING & OUTREACH

The term "Waiting List" refers to the project's waiting list, which is managed in accordance with the Waiting List Management section of this document and aligned with the resident population the project is intended to serve. The marketing efforts will ensure equal access to appropriately sized units for all individuals, consistent with federal, state, and local anti-discrimination laws.

Special marketing outreach consideration will be given to:

1. Persons and groups in the housing market area who, in absence of such outreach, would
  - a. be less likely to be aware of the availability of housing, or
  - b. apply for the housing; and
2. Under-representation of certain demographic groups





3. Local civic and community organizations, which are representative of the ethnic and cultural diversity of the area, will be contacted in order to disseminate information about the Project. Groups representing persons with disabilities and the elderly will also be contacted.
4. Other neighborhood-based, nonprofit housing agencies and service providers that maintain waiting lists or make referrals for below market rate housing will be contacted.

Marketing materials of the Project's Waiting List opening shall be published no less than two (2) weeks prior to opening. The following criteria will apply:

Marketing shall include the use of classified advertisements in the Oakland Post Newspaper (African American newspaper) with circulation in Oakland and the Bay Area.

Community media advertisements of the opening shall include an information flyer sent via the following outlets:

- a. Craigslist (online advertisement, most widely read listings in Bay Area)
- b. Announcement on Local Housing Authority website/ GoSection8 (Local Housing Authority listings)
- c. Eden I&R, Inc. (2-1-1 Information and Referral Line)
- d. City of Oakland Housing Resource Center (City of Oakland information resource)
- e. Community announcement via the East Bay Asian Local Development Corporation listserv (current list serve population 14,000+ recipients) and/or via USPS
- f. Community organizations:

\* The target population, labeled as "All," includes individuals from a diverse range of ethnic backgrounds, including African American, Hispanic, White, Asian, and others.

| Organization  | Contact Email  | Target Population |
|---|--|-------------------|
| Agnes Memorial Church                               | Agnesmemorialchurch@gmail.com  | All               |
| Abode Services                                      | Bon-Neva Johnson<br>bnjohnson@abodeservices.org  | Homeless/HOPWA    |
| Alameda County Department of Social Services        | info@acgov.org   | All               |
| Building Opportunities for Self-Sufficiency (BOSS)  | info@self-sufficiency.org  | HOPWA, Homeless   |
| Center for Accessible Technology                    | info@C4AT.org  | Disabled          |
| Center for Independent Living, Oakland              | <a href="mailto:info@centerforindependentliving.org">info@centerforindependentliving.org</a> | Disabled          |
| City of Oakland Library (main Library and branches) | <a href="mailto:engagement@oaklandlibrary.org">engagement@oaklandlibrary.org</a>             | All               |



|                            |  |                          |
|----------------------------|--|--------------------------|
| Creative Growth Art Center | <a href="mailto:info@creativegrowth.org">info@creativegrowth.org</a> | Developmental Disability |
|----------------------------|--|--------------------------|

| Organization  | Contact Email  | Target Population |
|---|--|-------------------|
| Deaf Counseling, Advocacy & Referral Agency                                 | info@dcara.org   | Disabled          |
| Disabled American Veterans Office   | Dav.vbaoak@va.gov  | Disabled/Veteran  |
| Downtown Senior Activity Center   | DOSC@oaklandca.gov   | Seniors           |
| East Bay Asian Local Development Corp. / Eastlake Revitalization Initiative | communications@ebaldc.org  | Asian             |
| East Bay Asian Youth Center   | info@ebayc.org   | Asian             |
| East Bay Housing Organizations  | staff@ebho.org   | All               |
| Eastside Arts Alliance  | eastsideculturalcenter@gmail.com   |                   |
| Eden I&R  | info@edenir.org; Bernstein, Barbara  | All               |
| Family Bridges Inc.   | info@familybridges.org;  | Family            |
| Fruitvale Senior Center   | seniors@unitycouncil.org; admin@unitycouncil.org   | Seniors           |
| Intertribal Friendship House  | IFHOAKLAND@GMAIL.COM   | Native American   |
| La Clinica de La Raza   | Viola Lujan, Director of Business and Community Relations<br>VLujan@laclinica.org        | Hispanic          |
| Lao Family Community Development, Inc.                                      | Judy Chan H2H Navigator<br>Jchan@lfcd.org  | Family            |
| Larkin Street Youth Services  | seskridge@larkinstreetyouth.org  | TAY               |
| Malonga Casquelord Arts Center (formerly the Alice Arts Center)             | <a href="mailto:malongacasquelordcenter@gmail.com">malongacasquelordcenter@gmail.com</a> | All               |
| Native American Health Center   | <a href="mailto:NAHCmedia@nativehealth.org">NAHCmedia@nativehealth.org</a>               | Native American   |



| Organization  | Contact Email   | Target Population |
|---|---|-------------------|
| Oaklanders Assistance Center  | jcthomas@oaklandca.gov  | All               |
| Poor Magazine [a publication for Bay Area low-income artists]             | poormag@gmail.com   | All               |
| Salvation Army  | Renita Stewart, Director of Shelter<br>Renita.stewart@usw.salvationarmy.org | All               |
| San Antonio Community Development Corp.                                   | sacdc2228@gmail.com   | All               |
| Spanish Speaking Citizens Foundation                                      | acontreras@sscf.org; mgaxiola@sscf.org                                      | Hispanic          |
| St. Anthony's Church  | office@stanthony-maryhelp.org   | All               |
| The Cathedral of Christ the Light   | cathedral@oaklanddiocese.org  | All               |
| St. Mary's Center   | lfletcher@stmaryscenter.org   | Seniors           |
| Through the Looking Glass [support services for people with disabilities] | TLG@lookingglass.org  | Disabled          |
| United Seniors of Oakland & Alameda County                                | Mary.usoac@gmail.com  | Seniors           |
| Urban Promise (school)  | Dr. David Ramirez david.ramirez3@ousd.org                                   | TAY/Family        |
| West Oakland Senior Center  | wosc@oaklandca.gov  | Seniors           |
| World Institute on Disability   | wid@wid.org   | Disabled          |
| Youth Employment Partnership  | Matthew Barton mbarton@yep.org  | Young Adults      |
| The Black Panther Party Alumni  | ap2tpcollective@gmail.com   | African American  |
| Roots Community Health  | Naielah.howard@rootscommunityhealth.org                                     | African American  |
| Bethel Missionary Baptist Church  | bethel6901@att.net  | African American  |



5. EBALDC will maintain an announcement on the East Bay Asian Local Development Corporation website ([www.ebaldc.org](http://www.ebaldc.org)) which will include the information details about the opening, access to information flyers, pre-application instructions, waiting list process and the resident selection criteria.
6. Marketing information contained in the classified ads includes information about the Project (site name, address), bedroom sizes and type(s) (Below Market Rate, Project Based Voucher, etc.) available, and information about the opening (dates/time of opening duration, deadline to submit, how to access the pre- application, how to request a reasonable accommodation) and where to get more information (EBALDC's website address).
7. Marketing information contained in the Exhibit A includes the fundamental information and includes information regarding the Annual Median Income (AMI) requirements, the occupancy standards, accessible unit information, preferences/priorities pertaining to the units and pertinent waiting list information such as lottery process and acceptance limits if applicable.
8. Applications, notices, and all publications will include a Fair Housing and Equal Opportunity Logo (and/or the phrase "Equal Housing Opportunity"), and the disabled access logo (and/or phrase indicating accessibility to persons with disabilities).
9. Applications, marketing materials, applications and/or information sheets outlining the application process will include the following statement: "Persons with disabilities are encouraged to apply for housing at this Project. All requests for reasonable accommodations will be considered." Additionally, if a vacant unit includes accessibility features, those features will be advertised; persons requiring such features will receive priority in the application process.
10. Applications will include the following statement: "As an EveryOne Home partner, we will evaluate the individual circumstances of each applicant, will consider alternative forms of verification and additional information submitted by the applicant, and will provide reasonable accommodations when requested if verified and necessary."
11. The Project's General Partner may manage distinct advertising efforts separate from the Agent's marketing and outreach activities.
12. We will publish marketing materials according to the Agent's Limited English Proficiency and Language Access Plan in order to better reach potential applicants in the area with limited English proficiency.
13. Translation referrals will be provided upon request to provide translation assistance or referrals to community-based organizations that can assist with translation.
14. Any opening of the Waiting List will follow the above marketing plan. Referrals from other agencies will be utilized when there is a formal agreement for processing certain qualified applicants. If the referral agency is unable to provide a referral for a designated unit within 45 days of vacancy, the Agent will use the Waiting List to find a qualified eligible household for the unit.
15. If the opening of the Waiting List does not generate enough qualified pre-applicants for certain unit requirements, the Project will conduct outreach to the general public primarily through on-line postings, website and listserv outlets and through referrals from Local Housing Authority and other referral agencies. These applicants will be considered for that specific unit and will not be added to



the Waiting List.

## VII. PRE-APPLICATION PROCEDURE

- A. The Project will announce the opening of the pre-application period for Non-Referral Units in accordance with the Marketing and Outreach procedures outlined above. The application acceptance dates will be clearly advertised.
- B. The Project will advertise how and where to obtain and submit a pre-application. Requests for alternative methods to obtain or submit a pre-application will be considered and accommodated as appropriate for individuals with disabilities.
- C. Only one pre-application per household is allowed; submission of more than one pre-application is grounds for rejection of ALL pre-applications submitted by that household.
- D. Pre-applications must be filled out completely, signed, and dated by one adult representative of the household. Incomplete pre-applications will be removed from the Waiting List.
- E. All pre-applications received during the period advertised will be randomly sorted (electronically) into a “lottery” list.
- F. Following the random sorting, pre-applications will be prioritized based on the “lottery” number. The following preference(s) will move a pre-applicant towards the top of the Waiting List based on unit requirements:
- G. Regarding units with accessible features, priority will be given to households requiring the accessibility features. Appropriate documentation is required;

### Preferences for Referral Units:

1. Applicants who **live or work in the City of Oakland** at the time of the application interview and/or applicants that lived or worked in the City of Oakland at the time of submitting their initial application and can verify their previous residency/employment at the application interview, qualify for this preference.
2. Applicant **families** with two or more persons; or a single person applicant that is 62 years of age or older, and/or a single person applicant with a disability;
3. **Veterans** and active military personnel; and
4. Applicant families that **are homeless** at admission based on the **McKinney Vento Act** definition. Includes individuals and/or households fleeing or attempting to flee a domestic violence or stalker situation (See Addendum for McKinney Vento Act definition of homelessness.)
5. Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing is considered homeless.

### Non-Referral Units Preferences:



East Bay Asian Local Development Corporation (EBALDC) is an equal opportunity housing provider to all, regardless of actual or perceived race, color, national origin, ancestry, sex, marital status, physical or mental disability, familial status, source of income, religious or political affiliation, sexual orientation, medical condition, participation in or eligibility for a housing assistance program, experience of homelessness, status as a survivor of domestic violence, or other arbitrary basis.

1. Households displaced by City of Oakland code enforcement or redevelopment actions which, when referred by the City of Oakland, the Project shall rent the next available Assisted Unit to the household irrespective of waiting lists if the household is otherwise eligible for occupancy in the Assisted Unit. For purposes of this Section, a "displaced household" means a household in which a least one adult member has been displaced from a housing unit in Oakland as a result of any of the following:
  - i. City code enforcement activities, if the displacement has occurred within one year prior to the date of application.
  - ii. A City-sponsored or City-assisted development project, if the displacement has occurred within one year prior to the date of application.
  - iii. A "no fault" eviction from a rental unit in Oakland, if the eviction was completed eight (8) years or less prior to the date of application. For purposes of this paragraph, a "no fault" eviction means an eviction that is evidenced by an eviction notice from the property owner that does not state cause and that gives the tenant thirty (30) days or longer notice to vacate the unit; a "no fault" eviction shall include, but not be limited to an eviction as a result of an owner move-in under Municipal Code Subsection 8.22.360.A.8. or 8.22.360.A.9., owner repairs under Municipal Code Subsection 8.22.360.A.10., or owner removal of the unit from the rental market under Municipal Code Subsection 8.22.360.A.11. or Municipal Code Chapter 8.22, Article III, but shall not be limited only to evictions from units that are covered by any of the above laws. This preference shall apply to the initial rental or sale of a project unit and any subsequent rental or sale of a unit during the applicable affordability period established by the City.
2. Households who are **neighborhood residents**. For purposes of this Section, a "neighborhood resident" means a household with at least one adult member whose principal place of residence on the date of application is either within the Council District where the project is located or within a one-mile radius of said project.
3. Oakland **residents and Oakland workers**. For purposes of this Section, an "Oakland resident" means a household with at least one adult member whose principal place of residence on the date of application is within the City of Oakland. An "Oakland worker" means a household with at least one adult member who is employed by an employer located within the City of Oakland, owns a business located within the City of Oakland, or participates in an education or job training program located within the City of Oakland. This preference shall apply to the initial rental or sale of a project unit and any subsequent rental or sale of a unit during the applicable affordability period established by the City.
4. Households with at least one member who is currently an **Alameda County resident or County worker**

All preferences noted above require appropriate documentation.

- H. For Referral units, if the applicant passes the Project's criteria, EBALDC will then submit a separate application and set of supporting documents to the Local Housing Authority. The local Housing Authority



will then conduct a separate review process, based on its own screening criteria, to determine the applicant's eligibility. EBALDC provides applicant a pre-approval. Final approval is determined by the local Housing Authority.

- I. For Referral units, Local Housing Authority will notify property management of the results of their screening process. Local Housing Authority also will notify the applicant, who will be required to fill out relevant paperwork and attend a briefing meeting. An applicant household will not be offered a unit until they have met all Section 8 program eligibility requirements and complete the entire eligibility process with Oakland Housing Authority.

## **PURPOSE OF THE RESIDENT SELECTION CRITERIA**

The Resident Selection Criteria helps ensure that residents are selected for occupancy in accordance with various affordable programs and established management policies.

### **VIII. QUALIFICATION PROCESS**

The Agent will evaluate the individual circumstances of each applicant, will consider alternative forms of verification and additional information submitted by the applicant, provide reasonable accommodations when requested, if verified and necessary. Although applicants' screening history are verified and evaluated, the Agent considers circumstances that may have changed, and weighs current situations and expected future conditions in balance with past actions. Additionally, applicants will be made aware of their right to reasonable accommodation in cases where disability status is or was a contributing factor to poor rental history, credit, or other potentially disqualifying item in their history. Consideration also will be given to the presence of supportive systems and services (whether the applicant currently has support systems in place, as well as the availability of relevant supportive services on-site that might increase the likelihood of successful tenancy).

Until all items are verified, eligibility cannot be determined, nor any housing offered.

### **IX. LEASING MANAGEMENT**

All referrals for occupancy to Permanent Supportive Housing (PSH) Units will be made through the County's Health Care Services Agency's ("HCSA") homeless Coordinated Entry System pursuant to the Implementation Policies (the "CES Units").

The Coordinated Entry Referral Source will be notified when a unit is becoming available as soon as it is known along with a projected unit ready date. The referral source will match eligible participant prioritized through CES. Applicants express interest to the property through the referral source and the referral source submits application source documents to the property for further application processing.

The Agent will maintain a Non-Referral waiting List of interested households. Future vacancies are drawn from the Waiting List.

All pre-applications submitted within the advertised application period for Non-Referral units will be assigned a reference number then randomly sorted, assigned a "lottery" number and placed on the Waiting List in the order of the "lottery" number.

After the initial opening of the Waiting List, the Waiting List will be closed to new pre-applicants. A notice will be prominently posted in the management /rental office or reception area, stating that the Waiting List is closed.



The Waiting List will be opened again for specific bedroom-size when the number of pre-applicants on the Waiting List for that specific unit size is below three-times the total number of units of that size at the Project. Any re-opening of the Waiting List will comply with all marketing and leasing requirements. For units administered by the local Housing Authority, re-opening of the Waiting List will be announced on the Agent's website, the local Housing Authority website, AffordableHousing.com, and Craigslist.com at least 10 business days prior to the date pre-applications will first be accepted.

When the Project's staff estimates that a unit may be available, staff will first identify whether any eligible households are in line to transfer to the unit. Such transfers will preempt use of the Waiting List. These include:

1. Emergency transfers for victims of domestic violence, dating violence, sexual assault, or stalking, in accordance with the Agent's Violence Against Women Act (VAWA) Emergency Transfer Plan.
2. Eligible transfers for Households with approved Reasonable Accommodations.
3. Eligible transfers by current residents within the Project, as outlined in the Agent's Transfer Policy. (e.g., Household size no longer meets the minimum or maximum occupancy standards as outlined in Section X below.) No preference will be given to residents wishing to be relocated to other EBALDC community.

Units Requiring Referred Applicants: Referrals must be submitted by an agency that has a formal agreement with the Project to process qualified pre-applicants for specific programs. If no such referrals are available, the top eligible households on the waiting list for the upcoming unit will be invited for an interview and asked to provide updated information for eligibility determination. Applicants who fail to respond to leasing staff's contact attempts will be removed from the Waiting List.

The order in which pre-applicants are contacted and invited to screen for current or upcoming vacancies will be determined by their position on the Waiting List and any eligibility requirements specific to the vacant unit. Once the interview and screening process begins, units will be offered on a "first qualified, first served" basis. If multiple applicants are screened and found eligible at the same time, units will be offered according to their position on the Waiting List.

The Waiting List will be updated every two years by sending an interest letter to each pre-applicant's last known mailing address. Pre-applicants who fail to respond by the deadline indicated in the letter, or whose letters are returned as undeliverable by the Post Office, will be removed from the Waiting List.

Households are responsible for providing up-to-date contact information and any pertinent qualifying information in writing to the Agent and/or the Project.

## **X. ELIGIBILITY & SCREENING**

Specific qualifications for this property are included in Attachment A of this Policy. Based on the property's regulatory agreements, ineligible applicants may not be admitted into the housing program. Applicants must meet the following conditions: In order to be eligible for housing at the Project, pre-applicants must follow the pre-application process outlined above, as well as qualify under management criteria and program requirements. Management applies the same screening criteria to all pre-applicants.





Eligibility qualifications include, but are not limited to, the following:

1. For units in which applicants claimed a preference, eligibility must be verified during the screening process.
2. The household income must not exceed the applicable Area Median Income (AMI), depending on the income restriction for the unit. Annual income may be below the program limits but not so low as to make payment of basic rent obligations impractical. However, a household does not need to have income to be eligible for assisted housing programs that provide assistance to meet basic rent obligations through an assistance contract. (i.e. Section 8)
3. Project-specific requirements. Apartments designated within the community for occupancy by a special population, such as elderly or disabled, may only be occupied by those households meeting the criteria for such designations.
4. All adult members of the household must provide requested documentation and sign individual verification forms authorizing Agent to verify income, assets, and other applicable eligibility factors. Households must be appropriate to the size of the unit pursuant to the subsidy program guidelines.

EBALDC's unit occupancy standards are as follows\*:

A family with a Head of Household and ***no spouse/significant other***:

| Unit Size     | Minimum # of Persons | Maximum # of Persons |
|---------------|----------------------|----------------------|
| SRO/O Bedroom | 1                    | 1                    |
| 1 Bedroom     | 1                    | 1                    |
| 2 Bedrooms    | 2                    | 3                    |
| 3 Bedrooms    | 4                    | 5                    |

A family with a Head of Household and ***a spouse/significant other***:

| BDRM Size     | Minimum # of Persons | Maximum # of Persons |
|---------------|----------------------|----------------------|
| SRO/O Bedroom | 2                    | 2                    |
| 1 Bedroom     | 2                    | 2                    |
| 2 Bedrooms    | 3                    | 4                    |
| 3 Bedrooms    | 5                    | 6                    |

\*In the event that a regulatory agency has set forth a more restrictive set of occupancy standards than those set forth by EBALDC, the more restrictive standards shall apply.

When the applicant's name reaches the top of the Waiting List, the applicant will be contacted to schedule an interview. At the time of the interview, all adult members of the household must be in attendance. They will be asked to bring:

- Three full consecutive months of paystubs, if employed. Current award letter for any and all fixed income.
- Information on where to verify income sources and assets,
- Information on where to verify past three-year rental history. If homeless, information on where to verify



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homelessness and two non-family member personal references.

- Other documents or identification to determine household composition, income, and assets may be requested. Applicant may provide alternative documentation and/or requests for accommodation, with supporting documents, at this time.

During the interview, staff will clarify any information provided by the applicants and answer questions regarding admission procedures.

At the interview the following items must be completed and submitted by household to be considered:

1. A full Rental Application;
2. A Tenant Income Certification Questionnaire including student status questions;
3. A Child/Spousal Support Affidavit completed by each adult.
4. Applicant shall execute any releases and consents authorizing any private sources of income, or any federal, state, or local agency, to furnish or release to management such information as management and the applicable program regulations determine to be necessary.
5. All income must be verified in writing from the income source
6. All assets, including bank accounts, will be verified in writing as appropriate for program requirements. If not required and household assets total less than \$5,000, all adult members of the household must sign affidavit(s) verifying household combined assets total less than \$5,000.
7. A credit report indicating financial responsibilities, a comprehensive unlawful detainer report, and
8. A criminal record search will be obtained for each adult applicant after receiving positive landlord/credit screen. All adult applicants must pay a background check fee when they attend the initial interview. This fee may be waived to comply with other program regulatory agreements such as households applying for units designated Section 8 Programs. EBALDC will only inquire about criminal backgrounds to the degree necessary to comply with Federal Law. Sex offenders for Admission to Public Housing (42 U.S.C Sec. 13663 (a)) and Ineligibility of Individuals Convicted for Manufacturing Methamphetamine on Premises of Federally Assisted Housing for Admission to Public Housing and Housing Choice Voucher Program (24 C.F. R. Sec. 982.553))

### Additional Screening for Referral units

Applications will be screened for eligibility for Referral units according to the guidelines by Oakland Housing Authority. EBALDC staff will collect the information required by local Housing Authority to determine eligibility and will transmit this information to the local housing authority. The local Housing Authority will perform a check to ensure the applicant is in good standing with the Housing Authority, meets their criminal background check, meets immigration status and Social Security number requirements. The local Housing Authority will inform EBALDC once eligibility has been confirmed. Applicants must be deemed eligible by local Housing Authority in order to qualify for a subsidized unit.

### Social Security Number Requirements – Referral units

The regulation at 24 CFR 5.216 requires all applicants and tenants receiving assistance to disclose and verify their Social Security Number (SSN). Exceptions to this requirement include tenants who were 62 years of age or older as of January 31, 2010, whose initial determination of eligibility was completed prior to that date, and individuals



who do not claim eligible immigration status. All other applicants and tenants must provide accurate and complete documentation of their SSN.

Applicants currently on or applying to the Waiting List do not need to disclose or provide verification of a SSN for all non-exempt household members at the time of application and for placement on the Waiting List. However, applicants must disclose and provide verification of a SSN for all non-exempt household members before they can be housed.

If all non-exempt household members have not disclosed and or provided verification of their SSNs at the time a unit becomes available, the next eligible applicant must be offered the available unit. The applicant who has not disclosed and or provided verification of SSNs for all non-exempt household members has 90 days from the date they are first offered an available unit to disclose and or verify the SSNs. During the 90-day period, the applicant may, at its discretion, retain its place on the Waiting List. After 90 days, if the applicant is unable to disclose and or verify the SSNs of all non-exempt household members, the applicant should be determined ineligible and removed from the Waiting List.

For child/ren under the age of six without a SSN, the household is given 90 days in which to provide documentation of a SSN for the child. An additional 90-day period will be granted if the failure to provide documentations of a SSN is due to circumstances that are outside the control of the tenant.

Applicants must provide documentation of SSN's. Adequate documentation means a social security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN as outlined in the Housing Choice Voucher Guidebook.

#### Determination of Eligible Citizenship – Referral Unit

Only U.S. citizens or eligible noncitizens may receive assistance under Section 8 programs. Assistance in subsidized housing is restricted to U.S. citizens or nationals and Noncitizens who have eligible immigration status as determined by HUD.

- A. All applicants for assistance must be given notice of the requirement to submit evidence of citizenship or eligible immigration status at the time of application. Staff must arrange to provide the notice in a language that is understood by the individual if the person is not proficient in English.
- B. All household members, regardless of age, must declare their citizenship or immigration status.
- C. Noncitizens (except those age 62 and older) must sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status. Noncitizens age 62 and older must sign a declaration of eligible immigration status and provide a proof of age document. U.S. citizens must sign a declaration of citizenship.
- D. A mixed household—a household with one or more ineligible household members and one or more eligible household members—may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance.
- E. Applicants who hold a noncitizen student visa are ineligible for assistance, as are any noncitizen household members living with the student.
- F. Staff generally considers citizenship/immigration status once for each household, but this must be done more frequently if immigration status or household composition is likely to change (e.g., when a household member applies for a change in immigration status).



## I. HOLDING AGREEMENT

Once the Agent has determined that the applicant is qualified to rent the unit under all the criteria for assessing applicants except criminal, Agent will request from applicant to sign a holding agreement to reserve the unit and place a deposit fee equal to first month rent. EBALDC also accepts third party promissory notes to reserve units.

## II. REJECTION AND APPEAL PROCESS

### Applicants will be rejected for any of the following:

- A. Conviction for the production or manufacture of **methamphetamine** on the premises of federally assisted housing (**as applicable to City of Oakland and Richmond-applicable to PBV units**);
- B. A household member who is subject to a state **lifetime registration** requirement under a state lifetime sex offender registration program will not be admitted under any circumstances. The Property Manager will check the names of all adults applying for housing through the sex offender registry in each state where each adult has lived (**as applicable to City of Oakland and Richmond-applicable to PBV units**);
- C. Felony Convictions within the past 7 years for violent or drug related criminal activity or other criminal activity related to the health & safety of other residents where you have lived (**Does NOT apply to the City of Oakland and Richmond**);
- D. If Agent has reasonable cause to believe that a household member's behavior may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- E. Eligibility income **exceeds the maximum** allowed by program regulations (Maximum Income);
- F. Income to rent ratio of no more than 42% is required to rent the unit. (**Minimum income requirement does not apply if household receives subsidy assistance**. This requirement may be waived on a case-by-case basis, such as with evidence of recent history of paying same or higher rent with same income.);
- G. Family composition does not meet the established occupancy standards;
- H. The household does not meet **unit eligibility** requirements such as special needs, MHSA, HOPWA, etc.
- I. Applicant fails to provide information necessary to establish eligibility or Property Management is unable to verify using third party sources;
- J. Submission of more than one application per household.

### Applicants may be rejected for any of the following:

- A. Failures to schedule and/or attend an agreed-upon time for an interview
- B. Failure to **present all adult** members of the applicant's household at the full household interview (or some other time acceptable to management);
- C. **Blatant disrespectful**, disruptive or anti-social behavior toward the management staff, the property, or other applicants/residents exhibited by an applicant or family member any time prior to move-in (or demonstrable history of such behavior);



- D. **Falsification** of any information on the application; If offered a unit, applicant may refuse a unit once as a grace pass and maintain their place on the waiting list. If a second unit is offered and refused, the applicant will be rejected and removed from the waitlist.
- E. A household cannot be comprised of all full-time students (Kindergarten through 12th grade and institutions of higher education) unless they meet one of the following exceptions. Note: For the LIHTC program, a student who is a full-time student for five months of the current calendar year is considered a full-time student for the entire calendar year. The months do not need to be consecutive.
- a. A student receiving assistance under Title IV of the Social Security Act (TANF); or
  - b. A student who was previously in the foster care program; or
  - c. A student enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other Federal, State or local laws; or
  - d. The household is comprised of single parents and their children and such parents are not dependents of another individual and such children are not dependents of another individual other than a parent of such children. In the case of a single parent with children, the legislative history explains that none of the tenants (parent or children) can be a dependent of a third party; or
  - e. The household contains a married couple entitled to file joint tax returns.

Applicant removals are tracked on the Waiting List and written notice will be sent advising applicants of their final eligibility status. All applicants will be advised that they may appeal the decision on their application and be given instructions and deadline to do so. The notice will include their right to request reasonable accommodation for a disability.

Applications rejected due to information obtained from the credit/background check will be notified per the requirements of the Fair Credit Reporting Act, Violence Against Women Act (VAWA), and Fair Chance Access to Affordable Housing Ordinance as set by municipalities. VAWA requires that Notice of Occupancy of Rights Under the Violence Against Women Act and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation are provided. Fair Chance Access to Housing Ordinance requires instructions on how to file a complaint with applicable city, list of local legal services, and any information received that is the basis of the decision.

If an application is rejected by the Agent or the Project, then a denial letter specifying the reason(s) for the denial will be mailed to the applicant. The applicant has 14 calendar days from the date of the letter to submit an appeal to the Agent. Any requests for a review of the decision must be written and must be accompanied by supporting documentation and/or information not previously submitted and which refutes the stated reason(s) for the rejection. If the applicant is not satisfied with the response to their appeal letter or if the applicant has a complaint regarding fair marketing and/or alleged discriminatory practices, the applicant may request further review from the Agent's Section 504 Coordinator. If the applicant does not respond within 14 calendar days from the date of the denial letter, the file will be permanently closed.

### **III. RACE AND ETHNIC DATA COLLECTION AND REPORTING**

Any person who requests a pre-application during the open acceptance period shall receive a pre-application package containing an Instruction sheet, Pre-Application to including Reasonable accommodation/Mitigating



circumstances notification, Supplemental to Application (HUD 92006), and Optional Race/Ethnicity. Upon applicant request EBALDC's VAWA policy and Emergency Transfer Plan.

#### **IV. ON-GOING COMPLIANCE ASSESSMENT**

The Owner/Agent will review the Affirmative Marketing Plan every five years and update as needed to ensure compliance. The advertising sources will be included in the review to determine if past sources should be changed or expanded.

The Owner/Agent will annually assess the success of affirmative marketing actions for the Project. If the demographic data of the applicants and residents vary significantly from the jurisdiction's population data, advertising efforts and outreach will be targeted to underrepresented groups in an attempt to balance the applicants and residents with the demographics of the jurisdiction.

The Agent shall ensure, prior to the expiration date, households are recertified annually, based on the effective date of the initial certification, to determine continued eligibility. In the event during the recertification process, it is determined that a household's income exceeds the income designation for the occupied unit, the Agent shall comply with the "next available unit" rule under Section 42 of the Code in renting additional units. The Agent shall notify the Owner in the event a tenant is determined to be over-income and coordinate with the Owner on steps to be taken to address the non-compliance.

#### **V. RECORD KEEPING**

Full documentation of all marketing and outreach efforts will be made throughout the marketing process.

- A. The Project shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information documents to demonstrate that the appropriate logo and language have been used. Additionally, Agent shall keep records of its activities in implementing the Affirmative Fair Housing Marketing Plan, including other community outreach efforts and its annual analysis, for at least five (5) years.
- B. The Project shall keep up-to-date records based on census data, applications, and records about tenant selection or rejection.
- C. The Owner/Agent shall provide regulatory agencies access to any pertinent books, documents, papers or other records, as necessary, for determining compliance with civil rights and nondiscrimination requirements.
- D. The Owner/Agent shall track and keep records of information regarding the location, description and number of vacant and occupied accessible units, as well as the success rate of renting units to people who need accessible units.
- E. The Owner/Agent shall document any reasonable accommodations made to, or requested by, pre-applicants/applicants or tenants during the reporting year



- F. The Owner/Agent shall track and keep records of race and demographic data of the applications.
- G. The Owner/Agent will maintain all Resident files throughout the entire term of tenancy on site and will store former resident files on-site for a minimum of six years after tenancy ends.
- H. The Owner/Agent will maintain records of all applicant or tenant complaints, investigations, and corrective actions.

## **VI. TRAINING**

The Owner and Agent shall provide property management staff with all relevant regulations and Fair Housing provisions. All property management staff shall be required to follow the procedures and policies adopted by the Owner and Agent.

On-site training programs may include marketing, outreach, data collection, reporting, and record keeping. Property management staff shall at least annually receive instruction regarding fair housing laws.

## **VII. PRIVACY POLICY**

It is the policy of the Agent to guard the privacy of applicants and to ensure the protection of such applicants' records. Therefore, neither the Agent, nor its agents or employees shall disclose any personal information contained in its records to any person or agency unless the individual about whom information is requested gives written consent to such disclosure. Any information obtained regarding a disability or disability status will be treated in a confidential manner. This Privacy Policy in no way limits the Agent's ability to collect such information as it may need to determine eligibility, compute rent, or determine suitability for tenancy or respond to requests for reasonable accommodations and/or modifications.

## **VIII. REGULATORY COMPLIANCE**

The Project's compliance with applicable regulations and with regulatory agreements' requirements will be monitored on an on-going basis by Agent's compliance staff. Site staff will be adequately trained and will comply with the policies and procedures detailed in the manual prepared and maintained by Agent, in consultation with Owner as needed or appropriate.

All required reports will be prepared and submitted as detailed in the Project's regulatory agreements and upon request from the Owner.

## **IX. TERMINATION OF TENANCIES FOR OTHER THAN EVICTION**

The following are circumstances under which tenancy may be terminated without such termination being an eviction:

- A. Death of the sole resident of a unit;
- B. Release by the resident of the unit at the expiration of the term of tenancy;
- C. Abandonment of the unit by the resident, provided the housing sponsor complies with the provisions of Section 1951.3 of the Civil Code to establish such abandonment;



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- D. Information given to the housing sponsor by the resident which fails to establish the resident's financial eligibility to remain in the resident's unit. Housing sponsor must give resident written notice of such termination pursuant to Section 1946 of the Civil Code.

#### **X. TERMINATION OF TENANCY THROUGH EVICTION**

- A. During occupancy and upon issuance of a warning notice or notice of violation, the Manager will be available to meet with residents as necessary to review the Lease and House rules. Documentation of any such meeting will be kept in the resident's permanent file.
- B. Residents shall receive written notice of minor infractions of the Lease and House Rules. The initial notice shall advise residents that such infractions are violations of the Lease and/or House Rules. Management will advise residents that upon issuance of the third such warning notice for the same violation within one year, **the resident will be served a 60-Day Notice of Intent to Terminate Tenancy.**
- C. Major violations of the Lease will constitute material non-compliance and the resident will be subject to notification of the violation, notification of Intent to Terminate Tenancy and their right to grievance appeal procedures.

The following are the circumstances and procedures under which a tenancy may be terminated by eviction for "Good Cause":

- A. Failure by the resident to pay rent in a timely manner and/or failure to pay rent after a Three (3) Day Notice to Pay or Quit has expired;
- B. Failure or cessation by the resident to maintain financial eligibility to reside in the housing development;
- C. Intentional misrepresentation by the resident of any fact or failure by the resident to state any fact, which would affect the resident's eligibility or continuing eligibility to reside in the housing development;
- D. Repeated or serious failure by resident to properly use and operate all electrical, gas and plumbing fixtures and to keep them as clean and sanitary as their condition permits;
- E. Repeated or serious failure by resident to occupy the premises as the resident's sole abode;
- F. Resident's serious interference with the rights of other residents to exercise their rights as residents of the housing development;
- G. Resident, guest/visitor or family member willfully or intentionally destroy, deface, damage, impair or remove any part of the structure or dwelling unit of the facilities, equipment, or appurtenances thereon;
- H. Repeated or serious failure of the resident to comply with the established and approved House Rules and Regulations.

Under such termination and eviction procedures, the resident will first be warned in writing by the Agent that such "Good Cause" exists. If such conduct by the resident continues, **the Agent will serve a sixty (60) day notice**, in accordance with the California Code of Civil Procedure. Evictions will take place as a last resort.

#### **XI. RENT COLLECTION POLICIES AND PROCEDURES**



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The resident orientation information (both written and oral) for the Project shall address rent collection policies and procedures. Such policies and procedures shall be consistent, easily understood, and firmly enforced. This information will be provided to all residents at move-in as well as to all management staff and the Owner.

It is established management policy that all rents are due on the first calendar day of each month. Rents will be paid at the Management Office of the premises. Rents must be paid by a Household Member listed on the Lease in the form of a cashier's check, personal check or money order, or online through the Rent Café portal. No cash will be handled.

The Agent shall collect and record all rents, resident fees and charges and shall promptly deposit daily receipts to the appropriate project.

When possible, arrangements will be made to work out an individual rent payment problem. Up to one month of pre-payment to rents will be accepted. Any rent payment plans will be in writing and signed by the resident. Such documentation will become part of the resident's permanent file. All rent payment arrangements must have written approval by the Associate/Director of Property Management.

- A. All rent will be due and payable on the first (1<sup>st</sup>) calendar day of the month and no later than the fifth (5<sup>th</sup>) calendar day. Method, time and place will be made clear to the residents and will specify that payment is to be made and delivered to the Management Office either by cashier's check, personal check or money order or through the Rent Café resident portal. When rent is paid, the Agent will provide the resident with a receipt, upon request.
- B. Rents not received by the fifth (5<sup>th</sup>) calendar day of the month are considered late and a thirty-day notice to pay or quit will be served. Such notice shall be in accordance with the California Code of Civil Procedure. Management will subsequently provide a copy of this notice to the Project's Resident Service Coordinator who will outreach to the Resident, to assist with providing resources to rental assistance agencies or any other agencies and/or resources that may be relevant to the Household's specific situation.
- C. If the rent is not received and/or the resident has not met with the Agent to discuss a Payment Plan, prior to the expiration of the thirty-day notice, the Agent will inform the Property Supervisor who will authorize the retention of an attorney to pursue unlawful detainer actions. In commencement of any legal action for collection of rent, the Agent will comply with eviction and grievance procedures. Legal costs incurred in pursuing such action will be borne by the Project and shall be paid for out of the General Operating Account unless the Project is deemed the prevailing party and awarded such costs by the Court. If the case has been sent to the Attorney for legal proceedings, and through the decision of the Property Supervisor, legal proceedings have been withdrawn; it will be the responsibility of the resident to pay any legal costs in full within thirty days or via a legal stipulated payment plan.
- D. Partial rent payments (except for pro-rated rents involving a mid-month move in date) will not be accepted.
- E. A late fee of \$15.00 will be charged in connection with any rent payment received after the fifth (5<sup>th</sup>) calendar day of the month during the month it is due. These late fees will be collected without exception.
- F. A service fee of \$15.00 will be charged for returned checks. Following the occasion of a check being



returned by the bank as insufficient, rent payment by cashier's check or money order will be required within a subsequent twelve-month period.

- G. Rent collections shall be recorded in a computerized system that produces a receipt for the resident, a record on the resident's ledger card, and a permanent ledger entry.
- H. A master "rent-roll" shall be maintained and regularly updated, indicating number, name of occupant(s), rental amount, any subsidy payment(s), and current payment status for each of the units in the Project and the vacancy loss for the current month.
- I. Rent increases shall be anticipated as the needs of the Project dictate, in conjunction with the preparation of the Annual Operating Budget. The Agent's Property Management Team, in consultation with the Agent's Asset Management Team, shall prepare the Annual Operating Budget for the approval of the regulatory agencies.
- J. Rent increases shall be implemented in conformance with the requirements of governing agencies. All rent increases and adjustments in the utility allowances will be presented to the Owner and governing agencies for approval. **The resident will be served a 60-Day Notice of rent increase.**
- K. Residents shall be required to make a refundable security deposit. The amount of this deposit shall be equal to one month's rent. Residents with subsidy shall be required to make a refundable security deposit of a set amount as set by Owner/Agent or the greater total tenant payment as determined by the local housing authority.
- L. At resident move-in, the resident and Agent will jointly perform a unit inspection and findings will be noted on the Unit Inspection Form.
- M. Damages, repairs, and cleaning required above normal wear and tear will be charged back to the resident as they occur. Charges for these items will be at a rate that does not exceed the actual cost paid by the Agent for labor and materials. A current list of costs shall be maintained at the project and it shall reflect actual costs for repair, cleaning or replacement of items above normal wear and tear.
- N. When the unit is vacant, the Agent shall perform a move-out inspection to determine any damages to be corrected or cleaning necessary, over and above normal wear and tear, which shall be charged against the security deposit. The resident may, but is not required to, participate in this move-out inspection. The Move-out Inspection Form will be compared to the Move-In Inspection Form to determine the extent of resident-caused damages.
- O. Within twenty-one days from the date of move-out, the Property Manager will complete a Security Deposit Disposition indicating:
  - 1. Security deposit on hand;
  - 2. Amount of rent or unpaid charges owing as of the date of the move-out;
  - 3. Amount of damage or cleaning charges to be assessed;
  - 4. An itemized list of work and costs will be attached to the forms.
- P. The balance of the security deposit, after deduction for outstanding rent, charges, cleaning and damages,



will be refunded to the resident within 21 days of returning possession of the unit.

- Q. The security deposit may not be used as payment of the last month's rent. Full month's rent of the last month must be paid as per the lease agreement, on the first of the month and no later than the fifth calendar day of the month. The unused rent (pro-rated from day of move-out, will be refunded with the security deposit less any damages and/or unpaid rent/charges owed, if any.)

## **XII. MAINTENANCE, REPAIR AND SECURITY**

Plans for carrying out an effective Maintenance and Repair program:

- A. Prior to occupancy of the units, a complete walk-through or "punch-list" is made with the Agent to inventory the building systems and equipment, physical attributes, and conditions of the Project.
- B. A preventive maintenance program will be established for the Project's building systems and equipment;
- C. Preventive annual unit inspections will be conducted in order to ascertain the condition. Maintenance problems discovered during these inspections shall be handled according to the property's work order procedure;
- D. Routine cleaning will be performed on a scheduled basis. Site staff will conduct a daily inspection of facilities, community room, laundry room, hallways, and any common area., to determine any area requiring special attention that day and aid in the scheduling of the daily workload of maintenance staff;
- E. Items needing repair or replacement, whether reported by the residents or discovered by management staff, shall be recorded on a maintenance work order form generated by the Agent. All regular routine maintenance work orders must be completed within 24 to 48 hours the work order is received. If the work cannot be completed within this timeframe, the resident will be notified immediately to why it cannot be completed within that time frame, such as the need for parts or materials to be ordered, with an explanation as to the delay and an approximate date set for completion of the repair. The resident shall be kept informed of any problems that might tend to delay an estimated completion date.
- F. Major interior redecorating of common areas, exterior painting and projected replacements to building infrastructure, heating and ventilation systems shall be integrated into a capital improvements schedule which shall serve as a basis for computing and establishing the Replacement Reserve Fund and adequate contributions from the annual operating budget. This schedule shall project the anticipated useful life and replacement costs for such major items and will be compiled upon completion of the project.
- G. The Project will purchase the basic maintenance equipment and supplies in order for the maintenance person to perform their duties. Such equipment and supplies will be the property of the Project and will be labeled and inventoried. Copies of the inventories will be kept on-site and in the Agent's central office.
- H. Major maintenance or preventive maintenance to building systems beyond the scope of maintenance staff will be contracted out to qualified vendors. Outside service contracts will include drapery cleaning, exterior painting, exterminating service, and trash removal. Repair of boilers, heaters, elevators, and electrical repairs shall be provided for under contract with appropriate service companies.

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- J. Residential units will be turned key on a move-in/move-out basis, primarily. However, the Agent's criteria will be consistent with keeping common areas and exterior in good order and repair on a scheduled basis.
- K. The Owner recognizes that resident security is an essential part of maintaining a safe and stable community. It is anticipated that security needs will be met through the use of standard bolt locks, entry gates, security cameras, and adequate site lighting. In addition, the Owner will consult regularly with the Agent to discuss the need for any special security provisions that may arise.

### **XIII. FINANCE AND ACCOUNTING**

- A. The Agent will collect rent at the Project's Management Office and will make daily deposits into the operating account. Rents will be deposited into the operating account. Security deposits will be deposited into the security deposit account. All disbursements will be made from the Agent's corporate office by the Accounting and Asset Management staff. The Property Supervisor will approve all invoices which will be forwarded to the corporate office. The Agent requires two signatures on all disbursement checks.
- B. All accounting records and vendor files will be maintained at the Agent's corporate office located at 1825 San Pablo Avenue, Suite 200, in Oakland, CA 94612.
- C. A budget will be prepared 180 days prior to fiscal year end. If the projection shows a deficit may occur, then a rent increase will be suggested to the Associate Director of Property Management /Executive Vice President, Property Operations by the Property Supervisor and will be submitted to the Board and the Agency for approval.
- D. As described in the Management Agreement, the Annual Operating Budget for the Project will be prepared by the Agent and approved by the Owner, and governing agencies as applicable. In the event that items need to be purchased that either were not budgeted, or that would bring the project over budget, the Agent will promptly inform the Owner, who will review and approve such additional purchases.
- E. When the budget is prepared, a capital improvement budget will also be prepared which will include anticipated maintenance expenses projected to be expended for the upcoming fiscal year.
- F. Financial accounting reports and records shall be in conformance with standard accrual basis accounting procedures, and responsive to the guidelines provided by the regulatory agencies connected with the Project.
- G. Accordingly, the Agent will maintain accurate files of all resident transactions, revenue, and expenditures and prepare the following monthly reports for the Owner's review:
  1. Cash status report and financial summary with vacancy report;
  2. Monthly and year-to-date budget comparisons;
  3. List of disbursements;
  4. List of accounts payable;
  5. Balance sheet



H. The following separate accounts shall be established:

1. General Operating Account into which rental and other miscellaneous income will be deposited and from which the Project's operating expenses will be paid;
2. Security Deposit Account to be funded by the residents' security deposits. Disbursements are permitted only upon resident vacancy. Disposition of security deposit will comply with California Civil Code Section 1950;
3. Replacement Reserve Account to be funded through regular contributions from the operating budget, based on a capital improvements schedule of anticipated useful life and replacement needs for major items. All interest or income earned by the Replacement Reserve Account shall be applied solely for major repairs, replacements or capital or structural improvements, and written approval of the owner is required for any disbursement from this account. The amount of annual deposit is subject to the City and County's Guidelines and any withdrawals will require prior approval.
4. Operating Reserve Account to be funded from regular deposits from the operating account. Any disbursement from this account requires written owner approval. A capitalized amount will be required per the City and County's Guidelines, and any annual deposits will be subject to review and approval of the City and County. Any withdrawals will require prior approval.

- I. The Agent maintains a computerized General Ledger program, which shall be continually updated to meet the accounting and reporting needs of the Project and to produce a quality audit trail. Careful monthly monitoring shall allow for cost control, prompt identification of potential problems and sufficient lead-time to develop plans to meet project needs.

The Agent, with the Owner, shall review major budget variances and appropriate actions shall be taken to ensure that monthly cash flow is sufficient to meet the Project's operating expenses and deposits to the reserve accounts noted above.

Bills will be paid and accounts will be funded pursuant to the requirements of the Project's Regulatory Agreement. Specifically:

1. Purchases up to \$500 shall be pre-approved by the Property Manager.  
Purchases over \$3,000 shall be pre-approved by the Agent's Property Supervisor  
Purchases up to \$10,000 shall be pre-approved by the Executive Vice President of Property Operations and/or Associate Director of Property Management.
2. Invoices will be processed by the Property Manager, reviewed for accuracy by the Property Supervisor, and then vouched for payment by the Agent's corporate office. Checks will be processed semi-monthly for payment of any payables on hand.

J. Procurement of Contract Services

1. Agent shall obtain contracts, materials, supplies, and services on the most advantageous terms available to the Development, and shall solicit bids, either formal or informal, for those items that can be obtained from more than one source. For expenditures that exceed Ten Thousand Dollars (\$10,000), the Agent will obtain at least three bids in writing. Agent shall secure and credit to the



General Operating Account all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions on Owner's behalf. The Agent will strive to contract with minority vendors and contractors in the area.

2. The Agent shall prepare such bid specifications and supervise the bid proposals and acceptance procedures.
3. In the event that items need to be purchased that either were not budgeted, or that would bring the Project over budget, the Agent will promptly inform the Owner, who will review and approve such additional purchases.
4. The Agent shall work with the Owner to develop a schedule of projected revenues from operating and tax credit income to be used for sponsor distributions and loan payment requirements.
5. Agent shall establish and maintain a comprehensive system of records, books and accounts in a manner approved by Owner and its designated accounting firm. Agent shall maintain such books and records as to satisfy the reporting requirements established under the affordability restrictions by the City and County. All records, books, and accounts shall be subject to examination during regular hours of business by any authorized representative of the Owner.
6. In order to ensure strict compliance with regulatory requirements, the Agent will systematically review all pertinent Regulatory Agreements and establish a manual of instructions, schedules and tickler files indicating relevant deadlines, reporting formats, etc. This manual will be distributed to all bookkeeping and accounting personnel of the Agent, and to any accounting firms hired to provide audits or other reports for the Project.

#### K. Other Reports

The Agent shall provide reports required by regulatory agencies as outlined in the regulatory agreements.

In order to ensure timeliness of reporting requirements, Agent will set forth a Reporting Requirement Tickler in which Property Manager must review, submit, and validate data of various reports to Property Supervisor monthly. These reports will include, but is not limited to:

Income and Expense Report – Submitted to the City of Oakland and HCD (if applicable via regulatory agreement) for the applicable reporting period;

Vacancy Report – Monthly reporting of vacancies, detailing unit number, unit size, anticipated/move-out date, rent amount, AMI, rent ready date, anticipated move-in date and vacancy loss;

Project Status Report – Compliance report expected to be completed monthly to ensure targeted compliance factors;

Annual Sponsor Report – City and County required report to be completed by sixth month following the end of the fiscal year; HCD Annual Sponsor's Project Rating report and Annual Report to be submitted no later than ninety days after the end of each Fiscal Year which includes an Audit as outlined in the Regulatory Agreement (as applicable).



## L. Insurance

The Agent, with the Owner's approval, shall arrange for the Project to be insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by any regulatory agreement.

Competitive bids will be sought to ensure the most cost-effective coverage available, and both the coverage and the carrier(s) will be reviewed regularly. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the owner and any regulatory agency. Property insurance policies shall name the owner and any regulatory agency as an addition loss payee and liability insurance policies shall name the owner as additional insured.

Per the Management Agreement, the Agent will also report, investigate and pursue the resolution of all accidents or claims in connection with the operation of the Project.

The Agent shall also arrange for the Project to be insured against any losses due to employee dishonesty through the purchase of a Fidelity Bond. The Fidelity Bond will cover losses up to at least two-months of the total rent potential.

## XIV. RESIDENT-MANAGEMENT RELATIONS

Communication is the key to compatible community living. Management will keep residents advised, through newsletters, reminders and/or written warning notices, of policies in place at the project. Residents will participate in an orientation session and will also receive copies of their Lease and House Rules. Management will work with residents and resident services to prevent recurrent violations. Evictions will take place as a last resort or for egregious actions.

Resident grievances will be handled by the Property Supervisor. If this is unsatisfactory to the resident, the Associate/Director of Property Management will become involved.

## XV. MANAGEMENT AGREEMENT AND FEE

Provisions for periodic update of Management Plan. The Agent and Owner shall review this plan on an annual basis. Should it become necessary to update the plan, the Agent and Owner shall submit the proposed changes to any regulatory agencies from which approval is required.

Fees: For management services performed under this Agreement, the Partnership shall pay Agent a Property Management Fee monthly in arrears equal to \$82.00 per unit. On a yearly basis, beginning with the first anniversary of this Agreement, the fee shall increase by an amount equal to 3.5% of said fee or the inflation factor for the said year, whichever is less. Any unpaid portion of the fee shall accrue and be payable from available Net Cash Flow from subsequent years.

