



DATE	October 13, 2026
TIME	3:00 pm
LOCATION	CAPK Administrative Office Executive Conference Room #382 1300 18 th Street, Third Floor Bakersfield, CA 93301

Executive Committee Agenda

I. Call to Order

II. Roll Call

Maritza Jimenez (Chair)
Denise Boshers (Vice Chair)

Gina Martinez (Secretary)
Fred Plane (Treasurer)

Curtis Floyd

III. Public Forum

The public may address the Committee on items not on the agenda but under the jurisdiction of the Committee. Speakers are limited to 3 minutes. If more than one person wishes to address the same topic, the total group time for the topic will be 10 minutes. Please state your name before making your presentation.

IV. New Business

- a. Homekey+ Ramkabir Permanent Housing Project Agreement with the City of Bakersfield – Emilio Wagner, Chief Facilities & Technology Officer – **Action Item (p. 2-73)**

V. Closed Session

- a. Conference with Real Property Negotiators pursuant to Section 54956.8. Property is located at 901 Union Avenue, Bakersfield, CA 93307. Agency Negotiators are Jeff Warren, Jeremy Tobias, Emilio Wagner, Tracy Webster, and Pritika Ram.
- b. Reconvene into Open Session.

VI. Closed Session Report

VII. Next Scheduled Meeting

Executive Committee
12:00 pm
Wednesday, December 16
CAPK Board Room
1300 18th St., Suite 300
Bakersfield, CA 93301

VIII. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 1300 18th St., Suite 200 Bakersfield, CA and online at www.capk.org on October 9, 2026. Kim Simmonds, Executive Assistant.



MEMORANDUM

To: Executive Committee

From: Emilio Wagner, Director of Operations

Date: October 13, 2026

Subject: *Agenda Item IVa*: Homekey+ Ramkabir Permanent Housing Project Agreement – **Action Item**

Background

Community Action Partnership of Kern and the City of Bakersfield are joint grantees under California Department of Housing and Community Development (HCD) Homekey+ award 25-HK+-18995 for the Ramkabir Permanent Supportive Housing Project at 901 Union Avenue, Bakersfield. HCD announced a revised conditional award of \$14,074,000 on July 13, 2026.

Under the award structure, the City of Bakersfield holds title to the property and is the sole payee under the Homekey+ Standard Agreement with HCD. CAPK serves as co-applicant, developer, and long-term operator. The Development Agreement between CAPK and the City is the instrument that passes the grant funds, the program obligations, and the property from the City to CAPK.

The City transmitted a draft of the Development Agreement on September 24, 2026. Staff and outside counsel reviewed the draft and identified a number of items for negotiation. Staff and outside counsel have since resolved all items with the City Attorney and the City Risk Manager.

Project Summary

Property	901 Union Avenue, Bakersfield, California 93307 (APN 009-502-10)
Scope	Adaptive reuse and rehabilitation of a vacant 1937 motel into permanent supportive housing
Units	30 units total: 22 studio units and 8 one-bedroom units
Target population	15 veteran units and 15 non-veteran units, serving individuals experiencing or at risk of homelessness
Accessibility	8 accessible units: 5 exceeding mobility standards and 3 with hearing and vision features
Partners	City of Bakersfield, Kern Behavioral Health and Recovery Services, Housing Authority of the County of Kern

Contract Negotiations

Items Identified in Review and Their Resolution

Staff and outside counsel reviewed the September 24, 2026 draft and prepared comments and proposed revisions. The City accepted a set of clarifying revisions, including correction of typographical errors, identification of the City as Grantee, an updated definition of Program Requirements, clarification that the capital award is Homekey+ funding, express confirmation that CAPK may solicit and obtain other funding sources and may subcontract for materials and services, the City's role in building and other permits, conveyance of the property by transfer rather than sale for one dollar, assignment with the written consent of the City, and conveyance of project documents to CAPK at transfer, but balked at remaining items. CAPK through our attorney agreed to withdraw some of the comments, deciding we could move forward with some of the items as originally written. But the attorney, staff and Executive Committee decided to press harder on 5 remaining items. The five priority items were identified and are outlined below along with their resolution:

#	Provision	Issue identified	Resolution
1	Section 26 — Indemnity	The draft required CAPK to indemnify the City, with no corresponding obligation running to CAPK. The City owns the site during construction and reserves the right to enter it under Section 7.9. Absent an express written indemnity from the City, CAPK would have to initiate the Government Tort Claims Act procedure to recover for an injury caused by a City employee or agent on the site.	The City advised that any change to the indemnity provision is a policy change requiring City Council approval. The options were to leave the language unchanged, delete the provision, or rewrite it as a mutual Hold Harmless. After consulting CAPK legal counsel, staff determined the original language is acceptable provided the risk is mitigated through project-specific general liability coverage. Areas of concern have been provided to CAPK's broker to address with underwriters.
2	Dispute Resolution	The draft contained no informal dispute resolution procedure. It contemplated only a notice of default followed by litigation. The majority of performance obligations under the agreement fall on CAPK.	The City has agreed to add a dispute resolution language, providing a contractual step short of termination and litigation.
3	Sections 28.1.2 and 28.1.3 — Insurance limits	The draft required \$5,000,000 per occurrence in commercial general liability and \$5,000,000 per occurrence in workers' compensation.	Resolved through the City Risk Manager. The City has agreed to conform the insurance requirements to the limits in the Homekey+ Standard Agreement.
4	Section 21 — Order of precedence	Section 21 provided that the agreement prevails over its exhibits, which conflicted with the agreed revision to Section 4 providing that the recorded Affordability Covenant controls following the property transfer.	The City agreed to conform the two sections so that the Affordability Covenant controls after the Property Transfer Date.
5	Section 36.10 — Public Records Act	The draft required CAPK to cooperate with the City in responding to Public Records Act requests and vested the City with sole discretion to determine which records are subject to disclosure, while leaving CAPK exposed to the cost of	The City agreed to modify Section 36.10 to state that the California Public Records Act and that particular section of the agreement does not apply to CAPK, and has acknowledged that CAPK is responsible for its own records. This

#	Provision	Issue identified	Resolution
		litigation resulting from the City's exercise of that discretion.	removes the exposure at its source. CAPK remains obligated to maintain records and to provide the City access under the records, audit, and monitoring provisions of Section 36.

Contract Content

Funding

The Development Agreement grants CAPK no more than \$16,416,589, consisting of the following sources:

Source	Amount	Purpose
Homekey+ Capital Award	\$10,600,000	Development
Homekey+ Operating Award	\$3,024,000	Operations, 10 years
Homekey+ Veteran Units Additional Operating Award	\$450,000	Operations, 10 years
HHAP-5	\$2,342,589	Operations, years 10–15
Total	\$16,416,589	

Under the HCD standard agreement, the approved total development budget is \$13,157,656, consisting of the \$10,600,000 Homekey+ Capital Award, \$1,147,656 in HHAP-4 funds applied to soft costs (included in the previously approved pre-development contract), and the City land contribution valued at \$1,410,000. This does not include the operational awards.

Disbursement of Capital Funds

Capital funds are to be disbursed by the City to CAPK as milestone advances rather than as cost reimbursement. This structure was negotiated by staff and is material to CAPK, because the approved budget provides no developer fee from which CAPK could carry construction costs pending reimbursement.

Milestone	Percent	Amount	Target
1 — Award and execution of the construction contract	10%	\$1,060,000	Oct 2026
2 — 25% of construction complete	25%	\$2,650,000	Jan 2027
3 — 50% of construction complete	25%	\$2,650,000	Apr 2027
4 — 75% of construction complete	20%	\$2,120,000	Jul 2027
5 — Substantial completion / Certificate of Occupancy	15%	\$1,590,000	Sep 2027
6 — Final completion and closeout	5%	\$530,000	Oct 2027
Total	100%	\$10,600,000	

Property Ownership and Transfer

The City retains ownership of the property throughout construction. Following satisfaction of the scope of work and issuance of the Certificate of Occupancy, the City will transfer the property to CAPK at no cost. CAPK is to pay all closing costs and obtain an owner's title insurance policy. The transfer requires HCD approval and a Standard Agreement amendment and does not terminate the Development Agreement or relieve either party of continuing obligations.

Program Operations

CAPK is the owner, operator, and Lead Service Provider following the property transfer. The operating model is set out in Exhibit "D" to the Development Agreement, which reorganizes the Supportive Services Plan submitted with the Homekey+ application. The following summarizes how the project will operate.

Service Model

The project operates under Housing First. Supportive services are offered to promote housing stability, wellness, independence, and recovery, but participation is voluntary and is not a condition of tenancy. Substance use by itself, without another lease violation, is not a basis for termination of tenancy. Applicants are not screened out solely because of sobriety status, participation in treatment, disability, or criminal history. CAPK certifies to HCD upon occupancy that it employs the core components of Housing First as set forth at Welfare and Institutions Code Section 8255.

Tenant Referral and Selection

All referrals come through the Coordinated Entry System, which prioritizes applicants by vulnerability and need rather than by a first-come waiting list. Intake addresses homelessness status, income eligibility, behavioral health needs, veteran status verification for veteran-designated units, household size, and ability to meet basic lease obligations.

Supportive Services

CAPK provides or coordinates the following service areas. Case management goals are formally reviewed approximately every 60 days.

Service area	Scope	Primary providers
Case management	On-site Housing Navigators coordinate health and behavioral health services, support housing stabilization, make referrals, and assist with appointments and documentation. Goal of weekly engagement, with additional contact during crisis.	CAPK; KernBHRS; VA; managed care plans
Mental health care	Assessment, psychiatric care, individual and group counseling, crisis response, medication-related services, telehealth, and specialty referrals.	KernBHRS; Anthem; Kern Family Health Care; Kaiser Permanente; VA
Substance use services	Voluntary screening, ASAM-based assessment and referral, outpatient treatment, detoxification referral, harm reduction, relapse prevention, overdose-prevention education, and peer recovery supports.	KernBHRS; managed care plans; CAPK
Physical health	Connection to primary, preventive, specialty, and urgent care, and assistance obtaining or maintaining Medi-Cal, Medicare, VA coverage, or Covered California.	CAPK; Clinica Sierra Vista; VA

Service area	Scope	Primary providers
Benefits and documentation	Assistance obtaining identification and vital records and applying for SSI/SSP, SSDI, VA compensation and pension, SNAP, County assistance, and other benefits.	CAPK; public benefit agencies
Peer support	Peer-led support, mentorship, recovery support, skill building, one-on-one coaching, and resident support groups. Monthly engagement and as needed.	CAPK and partner peer support resources
Education and employment	Referral to adult education, GED completion, literacy, vocational rehabilitation, workforce development, and job readiness.	CAPK; American Job Center
Housing retention and life skills	Budgeting and financial counseling, credit and debt mitigation, household management, nutrition, legal assistance, food, clothing, hygiene items, and tenancy support.	CAPK; Greater Bakersfield Legal Assistance; community providers
Rental support	Connection to available rental assistance, including HUD-VASH, behavioral health funding, and managed care plan housing supports.	Housing Authority; KernBHRS; VA

Veteran Services

Veteran-specific services are coordinated through CAPK's Veteran Supportive Services program, which has served homeless veterans in Kern County since 2001 through VA Grant and Per Diem transitional housing, Supportive Services for Veteran Families, and on-site services at veteran-focused affordable housing developments. Veterans are connected to the Bakersfield VA Community-Based Outpatient Clinic, the Bakersfield Vet Center, VA benefits, HUD-VASH, mental health and substance use treatment, and post-traumatic stress disorder and military sexual trauma services. For veterans who are not eligible for VA health care, CAPK coordinates comparable community-based services. Veteran-serving staff maintain training in military culture, post-traumatic stress disorder, military sexual trauma, VA systems, and Mental Health First Aid or comparable training.

Staffing and On-Site Coverage

The submitted staffing plan identifies 2.0 full-time equivalent supportive services positions dedicated to the Homekey+ units.

Position	FTE	Location	Minimum preparation
Housing Navigator	1.0	On-site	High school diploma required, associate degree in social services preferred; case management experience; knowledge of Kern County health, social service, and housing resources
Housing Services Program Manager	1.0	On-site	Bachelor's degree in social work, psychology, public administration, or related field; three years of progressively responsible housing or homelessness experience; one year of supervisory experience

The submitted staffing ratios are within the Homekey+ maximums for every population served: 8 to 1 for chronically homeless tenants against a maximum of 20 to 1, 18 to 1 for homeless tenants against a maximum of 25 to 1, and 16 to 1 for tenants at risk of homelessness against a maximum of 40 to 1. The ratio across all thirty units is 15 to 1.

The Development Agreement also requires a 24-hour combined on-site coverage model. Supportive services staff provide on-site coverage for twelve daytime hours, and on-site security provides coverage for the remaining twelve evening and overnight hours. Security staff may not be tenants and must be trained and equipped to respond to emergencies. This coverage model is the basis on which HCD waived the requirement for an on-site manager unit.

Property Management and Coordination

CAPK has established a Property Manager position that will oversee property management for the agency, including this project. The position is responsible for day-to-day management of the property, including leasing, rent collection, unit turnover, maintenance coordination, vendor oversight, inspections, and compliance with the approved Property Management Plan. Retaining this function within CAPK keeps management accountability, tenant selection, and supportive services under single organizational direction, and supports the close coordination the Homekey+ model requires.

Under the Development Agreement, CAPK is solely responsible for property management of the project. Property management and supportive services staff coordinate closely while protecting tenant confidentiality. The approved Property Management Plan and tenant selection policies address eligibility and screening, confidentiality, substance use policy, eviction prevention, reasonable accommodation, appeal and grievance procedures, payment of rent during hospitalization, and voluntary Moving On strategies.

Safety and Security

Site security includes perimeter fencing, controlled gate-card entry, security cameras, lighting at common areas and unit entries, deadbolt locks, controlled visitor access, and placement of the community room, offices, and manager's unit near the entry. CAPK maintains an Emergency Plan addressing fire, earthquake, utility outage, public health emergency, and natural disaster, and conducts regular unit and site checks of smoke and carbon monoxide detectors, lighting, fire extinguishers, emergency postings, and accessible exits. Staff receive safety, de-escalation, and emergency response training.

Tenant Engagement

CAPK completes a needs assessment with each tenant to identify tenant-defined goals and barriers to housing stability. Monthly resident forums provide a place to raise concerns and service gaps, and tenants are invited to participate in discussions on operational matters including site security and community activities. An anonymous suggestion box, satisfaction surveys, and the CAPK Housing Engagement Survey are used to evaluate resident experience. CAPK maintains an internal grievance procedure through which tenants may formally dispute program decisions.

Outcomes, Monitoring, and Reporting

CAPK tracks four outcome categories: residential stability, increased skills and income, greater self-determination, and health outcomes. Health outcomes are measured by emergency room use, inpatient hospital stays, connection to a primary care provider, and engagement with behavioral health services, to the extent data are available and may lawfully be collected. Evaluation draws on case management

records, the Homeless Management Information System, tenant surveys, benefit information, and housing records.

After operations begin, CAPK provides the City with quarterly information on occupancy, supportive services, staffing, compliance status, operating expenditures, and significant operating or service issues. CAPK also provides the information the City requires for its annual Homekey+ status, compliance, and fiscal expenditure reporting to HCD.

CAPK Obligations

The Development Agreement assigns CAPK sole responsibility for the following.

- Planning, design, procurement, construction, and completion of the project, including all permits.
- Ownership, operation, maintenance, and property management following transfer.
- Delivery of supportive services, and coordination with Kern Behavioral Health and Recovery Services.
- Maintaining 24-hour coverage through supportive services staff and onsite security, which is the basis on which HCD waived the requirement for an onsite manager unit.
- Free high-speed internet of at least 25 Mbps average in every unit for 15 years.
- Reserve accounts, annual operating budgets, and asset management.
- Regulatory compliance, reporting, audit, and record retention for the full compliance period.

A 55-year Affordability Covenant must be recorded against the property. The covenant extends beyond rent and income limits; HCD defines it as imposing “use, operation, occupancy, and affordability restrictions” and incorporating the Homekey+ Program Requirements by reference. Because the restricted use is permanent supportive housing, and HCD defines permanent supportive housing to include services that help residents remain housed; the supportive services obligation is part of the 55-year covenant.

Term, Affordability, and Key Deadlines

Affordability covenant	55 years, recorded against the property, naming HCD as third-party beneficiary
Rehabilitation complete	October 11, 2027
Full occupancy	December 13, 2027
Capital award expenditure deadline	December 13, 2027
Operating award expenditure deadline	December 14, 2037

Financial Considerations

Committed Homekey+ operating funding runs for fifteen years. The Homekey+ Operating Award covers the operating deficit through year ten, HHAP-5 covers years ten through fifteen, and CSBG covers year fifteen. The affordability covenant runs fifty-five years, and CAPK will pursue continued operating sources over that period as it does across its program portfolio, including behavioral health funding, managed care plan housing supports, rental assistance, and successor State and federal housing programs.

Within the committed period, the approved operating budget is balanced. Operating expenses and reserves total \$14,547,161 over fifteen years, funded by \$11,523,161 in rents and partner commitments together with the \$3,024,000 Homekey+ Capitalized Operating Subsidy Reserve, which covers the operating deficit through year ten. Projected cash flow after application of these sources is zero in each of the first fifteen years. The operating sources reflected in the HCD-approved budget are as follows.

Operating source	Basis	15-year total
Kern Behavioral Health and Recovery Services — behavioral health services	Operating subsidy	\$4,387,410
Restricted unit rents	30 units at 30% AMI	\$2,054,999
City of Bakersfield — HHAP-5	Years 10–15	\$2,342,589
Housing Authority of the County of Kern — HUD-VASH vouchers	15 veteran households	\$1,609,200
Behavioral Health Services Act rental subsidy	10 households	\$1,014,300
CAPK — CSBG	Year 15	\$348,588
Homekey+ Operating Award (Capitalized Operating Subsidy Reserve)	Years 1–10	\$3,024,000

Operating sources are gross of a 5 percent vacancy assumption applied to rents and tenant assistance payments.

During construction, CAPK is responsible for funding project cost overruns and funding shortfalls unless the City approves otherwise in writing.

Remaining Conditions

One item remains outstanding and is addressed in the recommendation below.

- The Homekey+ Standard Agreement has been executed by CAPK and the City and is pending official City Council appropriation of the funding. Staff completed its review of the agreement issued by HCD on September 25, 2026. The Development Agreement measures several CAPK obligations against that document, and award of the construction contract is conditioned upon completion of this process.

Procurement Status for Construction Contract

The construction procurement has proceeded in parallel under RFP OPS 2026-006. Proposals were received on October 7, 2026, and are under evaluation. Proposals are held valid through December 6, 2026. Staff anticipates returning to the Board on or around the first week of November with a construction award recommendation. Award and issuance of the Notice to Proceed are conditioned upon execution of the Development Agreement and final execution of the Homekey+ Standard Agreement.

Schedule and Next Steps

Date	Action
November 4, 2026	City Council to appropriate Homekey+ funds; City Council consideration of the Development Agreement
First week of November	Present recommendation of contract award to Board of Directors
Following HCD execution of Standard Agreement	Escrow opened, Affordability Covenant recorded, Milestone 1 disbursement released
Following execution of All Agreements	Notice to proceed with construction

Strategic Plan Alignment

The project advances CAPK's strategic priority to expand housing and supportive services for individuals and families experiencing homelessness and is consistent with the CAPK Strategic Housing Development Framework.

Recommendation

Staff recommends that the Board of Directors approve the Development Agreement between the City of Bakersfield and Community Action Partnership of Kern for the Homekey+ Ramkabir Permanent Supportive Housing Project and authorize the Chief Executive Officer to execute the agreement and all related documents and amendments.

Attachment:

Homekey+ Ramkabir Permanent Supportive Housing Project Agreement between the City of Bakersfield and Community Action Partnership of Kern.

AGREEMENT NO. _____

**HOMEKEY+ RAMKABIR
PERMANENT SUPPORTIVE HOUSING
PROJECT AGREEMENT (HHAP-5)**

This **AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a charter city and municipal corporation (herein "CITY" or "Grantee") and **COMMUNITY ACTION PARTNERSHIP OF KERN**, a California nonprofit public benefit corporation (herein "DEVELOPER"). CITY and DEVELOPER may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CITY owns certain real property with a 37-room motel complex consisting of 3 buildings located at 901 Union Avenue, Bakersfield, CA 93307 (herein "Property") more specifically described in the legal description, attached hereto as **Exhibit "A"** and incorporated by reference herein; and

WHEREAS, the California Department of Housing and Community Development (herein "HCD") administers the Homekey+ Program (herein "Program") to provide funding for Permanent Supportive Housing (herein "PSH") developments serving persons experiencing or at risk of homelessness; and

WHEREAS, CITY publicly announced and conducted a community meeting to discuss its intent to pursue Program funding for the development of PSH on the Property and invited interested organizations to apply as co-applicant with CITY; and

WHEREAS, after the meeting DEVELOPER expressed interest and it was determined DEVELOPER met the qualifications necessary to be CITY's co-applicant to develop, own, operate, maintain, and provide supportive services for a PSH development on the Property; and

WHEREAS, it is anticipated that Program grant funds and other matching funding sources will finance the rehabilitation and conversion of the existing Property into thirty (30) PSH units with supportive services offices, community facilities, parking, landscaping, utilities, accessibility improvements, furnishings, equipment, and all other improvements (herein "Project"); and

WHEREAS, CITY and DEVELOPER applied as co-applicants to HCD for Program funding for Project, with CITY serving as the grantee and DEVELOPER serving as the Project Developer and future operator; and

WHEREAS, as part of the Program application and required Project match, CITY awarded DEVELOPER Homeless Housing, Assistance and Prevention Round 4 (“HHAP-4”) funds pursuant to Agreement No. 2025-048, and Agreement No. 2026-157; and

WHEREAS, CITY is also committing Two Million Three Hundred Forty-Two Thousand Five Hundred Eighty-Nine Dollars (\$2,342,589) in Homeless Housing, Assistance and Prevention Round 5 (“HHAP-5”) funds to support eligible PSH Operating Subsidy costs for the Project; and

WHEREAS, HCD issued a Notice of Conditional Award to CITY and DEVELOPER approving Fourteen Million Seventy-Four Thousand Dollars (\$14,074,000) in Program funding for the Project, consisting of capital and operating funding as further described in this Agreement and its exhibits; and

WHEREAS, the HHAP-5 funds administered through this Agreement are subject to applicable HHAP-5 requirements, including the HHAP-5 Standard Agreement incorporated herein as **Exhibit “B”**; and

WHEREAS, CITY desires to assign to DEVELOPER those responsibilities in the Homekey+ Standard Agreement that may lawfully be delegated under applicable law and the Program; and

WHEREAS, this Agreement establishes the terms under which CITY will provide and administer Program funding and HHAP-5 funds identified herein for the Project; and

WHEREAS, the Parties acknowledge that CITY will retain ownership of the Property during construction for the purpose of satisfying the Program requirements, and DEVELOPER will accept responsibility for the planning, design, procurement, construction, completion, ownership, operation, maintenance, supportive services, and regulatory compliance associated with the Project, subject to the terms of this Agreement; and

WHEREAS, upon satisfaction of the conditions set forth herein, CITY intends to convey the Property to DEVELOPER following completion of construction and satisfaction of applicable Program requirements; and

WHEREAS, the Parties desire to establish their respective rights and obligations regarding development of the Project, administration of Program funding, construction, reporting, regulatory compliance, operation of the Project, and the future transfer of the Property.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DEVELOPER mutually agree as follows:

1. DEFINITIONS.

- 1.1.** "Affordability Covenant" means the legally binding 55-year instrument which (a) is recorded in first position against Project real property for the benefit of the state, regional, local, or Tribal Grantee; (b) imposes use, operation, occupancy, and affordability restrictions on the real property and improvements; (c) duly names HCD as a third-party beneficiary with the right and privilege, but not the obligation, of enforcement thereof; (d) incorporates the Program Requirements by reference; and (e) is otherwise in form and substance acceptable to HCD. Upon its execution, the Affordability Covenant shall be binding, effective, and enforceable against all successors, transferees, and assignees, in accordance with the HCD's NOFA, after a certificate of occupancy or its equivalent has been issued for the Project, or if no such certificate is issued, from the date of initial occupancy of the Project.
- 1.2.** "Applicable Laws" means all applicable federal, state, and local statutes, regulations, ordinances, codes, permits, and legally binding governmental requirements applicable to the Project.
- 1.3.** "Capital Award" means the portion of the Award available for a Grantee to expend toward Project acquisition, any needed rehabilitation, new construction, master leasing, and affordability covenant costs.
- 1.4.** "Certificate of Occupancy" means the certificate or certificates issued by CITY authorizing lawful occupancy of the completed Project, including temporary certificates of occupancy when accepted by HCD and CITY for purposes of Project completion.
- 1.5.** "Construction Contract" means the agreement between DEVELOPER and the general contractor governing construction of the Project, together with all amendments, approved change orders, schedules, specifications, drawings, and incorporated documents.
- 1.6.** "Contractor" or "General Contractor" means the licensed contractor retained by DEVELOPER to construct the Project, including its subcontractors, suppliers, successors, and permitted assigns.
- 1.7.** "HCD" means the California Department of Housing and Community Development, together with its officers, employees, successors, and authorized representatives.
- 1.8.** "HHAP" means the Homeless Housing, Assistance and Prevention Program established by the State of California, including any successor program or funding source administered by the State that contributes funding to the Project.

- 1.9. "Homekey+" means the HCD Homekey+ Program, including the applicable HCD NOFA, Standard Agreement, statutes, regulations, guidelines, and written directives applicable to the Project.
- 1.10. "Homekey+ Program Requirements or Program Requirements" means the following, all as amended and in effect from time to time: the Program Notice of Funding Availability. Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code; the Grantee's application for Homekey+ funding; the Project report prepared by HCD in reliance on the representations and descriptions included in the Grantee's application for Homekey+ funding. The Conditional Award letter issued by HCD to the Grantee. The "Homekey+ Standard Agreement" (defined herein) ; and all other applicable law.
- 1.11. "Homekey+ Standard Agreement" means the Standard Agreement attached hereto as **Exhibit "B"** and incorporated by reference herein, including but not limited to the STD 213, STD 215, all exhibits attached and any and all amendments thereto.
- 1.12. "Material Adverse Event" means any event, condition, circumstance, or occurrence that materially delays, impairs, or threatens completion, funding, operation, or regulatory compliance of the Project.
- 1.13. "Material Default" means a failure by DEVELOPER to perform an obligation under this Agreement that materially impairs Project completion, funding, compliance, operation, affordability, public health or safety, or CITY's obligations under the Homekey+ Standard Agreement, and that remains uncured following any applicable notice and cure period.
- 1.14. "Operating Expenses" means the amount approved by HCD that is necessary to pay for the recurring expenses of the Project, such as utilities; maintenance; management fees; taxes; licenses; and Supportive Services costs, which may include staffing and service coordination. Operating Expenses do not include debt service or required reserve account deposits.
- 1.15. "Project" means the Scope of Work attached hereto as **Exhibit "C"** and incorporated by reference herein, for the development of the Ramkabir into PSH together with all improvements constructed or rehabilitated as part thereof.
- 1.16. "Property" means that certain real property located at 901 Union Avenue, Bakersfield, California, 93307, more specifically described in

the Legal Description (**Exhibit “A”**) together with all existing and future improvements thereon.

1.17. "Property Transfer Date" means the date legal title to the Property is conveyed from CITY to DEVELOPER following satisfaction of all transfer conditions established by this Agreement.

1.18. "Supportive Services" means social, health, educational, income support, employment, and housing stability services and benefits; coordination of community building and educational activities; individualized needs assessment and case management; and individualized assistance with obtaining services and benefits more specifically described in Supportive Services plan attached hereto as **Exhibit “D”** and incorporated by reference herein.

2. SCOPE OF WORK. DEVELOPER shall perform all work necessary associated with the rehabilitation and operation of approximately thirty (30) PSH units, together with supportive services space, community facilities, parking, site improvements, furnishings, equipment, utilities, accessibility improvements, landscaping, and all other work reasonably necessary to the Project in accordance with this Agreement, the Homekey+ Standard Agreement, Applicable Laws, and the Scope of Work.

3. FUNDING. CITY shall grant DEVELOPER no more than **SIXTEEN MILLION FOUR HUNDRED SIXTEEN THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS (\$16,416,589)** to be enumerated as follows:

- Homekey+ Program Grant totaling Fourteen Million Seventy-Four Thousand Dollars (\$14,074,000), for:
 - Ten Million Six Hundred Thousand Dollars (\$10,600,000) which funds have been earmarked and obligated for Capital Expenses;
 - Three Million Twenty-Four Thousand Dollars (\$3,024,000) which funds have been earmarked and obligated for towards Operating Expenses; and
 - Four Hundred Fifty Thousand Dollars (\$450,000) which funds have been earmarked and obligated for towards Veteran Operating Expenses Funds.
- HHAP-5 Program funding totaling Two Million Three Hundred Forty-Two Thousand Five Hundred Eighty-Nine Dollars (\$2,342,589) which funds have been earmarked and obligated for Operating Expenses.

Nothing in this Agreement shall preclude DEVELOPER from soliciting, obtaining, committing, or using funding from public or private funding sources for the Project. Notwithstanding the foregoing, DEVELOPER shall not solicit, obtain, commit, or use funding from any source which requires the granting of a security interest in the Property without the CITY's approval and consent.

The Parties acknowledge that the funding sources and amounts reflected in **Exhibit "C"** may be increased from time to time as additional funding is secured or as approved by HCD and CITY. Nothing in this Agreement obligates CITY to provide funding beyond that expressly identified in this Agreement or approved by the City Council.

3.1. Disbursement of Funds. CITY shall not be obligated to disburse any funds pursuant to this Agreement that is not adequately documented or determined to be eligible under this Agreement or Program Requirements.

DEVELOPER shall prepare and submit payment requests in accordance with the Payment and Reimbursement Procedures outlined in **Exhibit "E"** attached hereto and incorporated by reference herein, including any documentation necessary to demonstrate eligibility, progress or compliance with this Agreement and the Program Requirements.

CITY shall review each payment request for completeness and compliance before approving reimbursement or submitting a reimbursement request to HCD, as applicable.

3.2. Eligible Costs. Only costs eligible under this Agreement and the Program Requirements shall be eligible for reimbursement.

3.3. Ineligible Costs. If HCD determines that any Project cost is ineligible for reimbursement due to an act or omission of DEVELOPER, DEVELOPER shall reimburse CITY for the Disallowed Payment together with any interest, penalties, or costs assessed against CITY by HCD. If CITY is required to reimburse HCD for any ineligible costs resulting from DEVELOPER's actions or failure to comply with this Agreement, DEVELOPER shall reimburse CITY within thirty (30) days after written demand.

3.4. Right of Offset. If DEVELOPER owes any amount to CITY under this Agreement, CITY may offset such amount against any reimbursement or payment otherwise due to DEVELOPER, provided such offset is consistent with the Program Requirements and applicable law.

3.5. Budget Amendments and Funding Shortfalls. DEVELOPER shall be solely responsible for funding any Project cost overruns or funding

shortfalls unless otherwise approved by CITY in writing. Any material revision to the Project budget shall be made in accordance with this Agreement, **Exhibit “C”**, and applicable funding requirements. No budget amendment shall materially modify the Scope of Work without CITY’s prior written approval and any approval required by HCD. CITY shall have no obligation to provide additional funding beyond the amounts available under the funding sources identified in this Agreement or subsequently approved by the City Council.

3.6. No Waiver by Payment or Reimbursement. CITY’s review, approval, processing, or reimbursement of any payment request, invoice, financial report, certification, or other Project documentation shall not constitute acceptance of the work, approval of any Project cost, a determination that any expenditure is eligible for reimbursement, or a waiver of any right or remedy available to CITY under this Agreement or applicable law. If any payment is subsequently determined to include ineligible costs, unsupported expenditures, duplicate payments, overpayments, audit disallowances, or other amounts not properly payable under this Agreement, the Homekey+ Standard Agreement, or other applicable funding requirements, DEVELOPER shall promptly reimburse CITY upon written demand. If CITY is required to repay HCD or any other funding source as a result of DEVELOPER’s acts or omissions, breach of this Agreement, or failure to comply with applicable funding requirements, DEVELOPER shall reimburse CITY for all such amounts, including any applicable interest, penalties, or administrative costs, to the extent permitted by law. CITY’s review, approval, inspection, monitoring, reimbursement, or failure to exercise any right under this Agreement shall not relieve DEVELOPER of any obligation or liability under this Agreement or applicable law.

4. TERM. This Agreement shall commence on the effective date and shall remain in effect until all obligations of the Parties have been fully performed or the Agreement is terminated in accordance with its terms. Any provision that by its nature or by its express terms is intended to survive expiration or termination of this Agreement, including, without limitation to, indemnification, reporting, audit, record retention, repayment obligations, warranties, regulatory compliance, and obligations surviving Property Transfer Date, shall remain in full force and effect. The transfer of the Property to DEVELOPER pursuant to Article 8 shall not terminate this Agreement or relieve either Party of any continuing obligations that survive such transfer. For avoidance of doubt, from and after the Property Transfer Date, in the event of a conflict between the Affordability Covenant and this Agreement, the Affordability Covenant shall control.

5. CITY OBLIGATIONS.

- 5.1. City's Role.** CITY shall serve as the owner of the Property until the Property Transfer Date, the Homekey+ co-applicant and Grantee, the administrator of the Homekey+ and HHAP funding in accordance with applicable funding requirements and the contracting agency with HCD. CITY shall act solely in its governmental and contractual capacities and shall not assume any obligation or responsibility expressly assigned to DEVELOPER under this Agreement. CITY's review or approval of plans, specifications, payment requests, schedules, reports, inspections, certifications, or other Project documents shall be solely for the purposes of performing its governmental role in connection with any building or other permits issues by CITY and administering this Agreement and applicable funding requirements and shall not be construed as supervision, direction, or control of the Project or DEVELOPER's performance.
- 5.2. Submission to HCD.** Unless otherwise required by HCD or expressly authorized in writing by CITY, CITY shall be responsible for submitting reports, reimbursement requests, certifications, and other required documentation directly to HCD. DEVELOPER shall timely provide CITY with all information and documentation reasonably necessary to enable CITY to satisfy its reporting obligations and shall not submit documentation to HCD on behalf of CITY without CITY's prior written authorization.

6. DEVELOPER OBLIGATIONS.

- 6.1. Developer's Role.** DEVELOPER shall serve as the Homekey+ co-applicant, Project developer and operator coordinating the activities of all contractors, consultants, service providers, and other Project participants and for ensuring timely completion of the Project. DEVELOPER shall be solely responsible for the planning, design, procurement, financing (except for funding expressly administered by CITY), construction, completion, ownership, operation, maintenance, property management, supportive services, and regulatory compliance of the Project, as more particularly described in this Agreement and **Exhibit "B"**.
- 6.2. Delegation.** DEVELOPER may retain qualified consultants, contractors, subcontractors, property managers, supportive service providers, and other professionals to perform portions of the work. No delegation shall relieve DEVELOPER of its obligations under this Agreement.
- 6.3. Security for Performance Hereunder.** DEVELOPER and/or general contractor shall cause subcontractors to provide a performance (completion) bond and a payment bond (labor and materials bond), each in the amount of one hundred percent (100%) of the

estimated cost of the work that is the subject of the subcontract ten (10) days prior to commencement of the work under such subcontract. Such payment and performance bonds shall be issued by a surety company admitted and licensed in California with an AM Best rating of "A" or better and approved by CITY and naming CITY as beneficiary. These bonds must be in a form approved by CITY's legal counsel. Notwithstanding the foregoing, in the event that DEVELOPER's lender waives the requirement for payment and performance bonds, CITY may also waive any such requirement.

- 6.4. Mechanic's Liens.** DEVELOPER shall ensure that no mechanic's lien, stop payment notice, or similar claim arising from the Project is recorded against the Property. If such a claim is recorded, DEVELOPER shall promptly take all actions necessary to remove, bond around, or otherwise discharge the claim in accordance with applicable law. CITY may withhold reimbursement or delay any advance or milestone payment until satisfactory evidence has been provided that the claim has been released, bonded around, or otherwise resolved. If CITY incurs costs to protect the Property or remove a lien, DEVELOPER shall reimburse CITY upon demand.

7. PROJECT DEVELOPMENT AND CONSTRUCTION.

- 7.1. Permits.** DEVELOPER shall, at its own expense, secure, or cause to be secured, any and all permits which may be required by CITY or any other governmental or private agency affected by or having jurisdiction over the Project or services. This includes but is not limited to DEVELOPER securing all zoning, building, and local land use approvals.
- 7.2. Procurement.** DEVELOPER shall procure contractors, consultants, suppliers, and service providers in accordance with Applicable Laws, Program Requirements, and the procurement procedures identified in **Exhibit "B"**. DEVELOPER shall remain solely responsible for all procurement activities and the performance of its contractors and consultants. CITY shall have no responsibility for DEVELOPER's procurement process or the performance of any contractor, consultant, supplier, or subcontractor retained by DEVELOPER.
- 7.3. Project Schedule.** DEVELOPER shall complete the Project in accordance with the Project Schedule included in **Exhibit "C"**. DEVELOPER shall promptly notify CITY of any actual or anticipated delay that may affect completion of the Project or compliance with the Homekey+ Standard Agreement. The notice shall identify the cause of the delay, its anticipated impact on Project completion,

and DEVELOPER's proposed corrective actions.

- 7.4. Change Orders.** DEVELOPER shall obtain all approvals required by this Agreement before implementing any material change order or modification to the Project. A material change order includes any modification that materially affects the Scope of Work, Project budget, Project schedule, Project design or improvements, the number or configuration of units, Project functionality, compliance with applicable funding requirements, or any matter requiring approval by CITY, HCD, or another governmental agency having jurisdiction. All change orders shall be administered in accordance with **Exhibit "C"** and applicable Program requirements.
- 7.5. Construction Safety.** DEVELOPER shall have sole responsibility for construction site safety, security, means, methods, sequencing, temporary protections, OSHA compliance, and the safety of all workers and third parties during construction. Nothing in this Agreement shall be construed as transferring any such responsibility to CITY.
- 7.6. Notice of Material Events.** DEVELOPER shall notify CITY within five (5) business days, or sooner if required by the Homekey+ Standard Agreement, after becoming aware of any Material Adverse Event affecting the Project.
- 7.7. No Assumption of Construction Responsibility.** Neither CITY's review of plans, inspections, approval of reimbursement requests, attendance at meetings, monitoring activities, nor exercise of any rights under this Agreement shall be construed as supervision or control of construction means, methods, techniques, sequences, or procedures, all of which shall remain the sole responsibility of DEVELOPER and its contractors. **Except as required in connection with a building or other permit issued by CITY in connection with the Project, nothing** in this Agreement shall be construed to create a duty on the part of CITY to inspect the Project for the benefit of DEVELOPER, its contractors, subcontractors, suppliers, employees, or any third party.
- 7.8. Project Closeout.** DEVELOPER shall complete all Project closeout activities identified in **Exhibit "C"** before requesting Property transfer or final reimbursement. Final reimbursement and Property transfer shall be subject to successful completion of Project closeout.
- 7.9. Rights of Access.** For the purpose of assuring compliance with this Agreement, representatives of CITY and HCD staff shall have

reasonable right of access to the Project Property without charges or fees and at normal construction hours during the period of construction and throughout the affordability period for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements provided, however, such inspections shall not unreasonably interfere with the construction work in progress. This provision shall not be construed to replace or modify inspection requirements arising out of the issuance of building permits or land use entitlements. HCD reserves the right to inspect any site upon which the work is being performed; and DEVELOPER shall cause to be inserted in any subcontract for performance of the work a provision permitting HCD or its agents the right to inspect the work-site at any reasonable time.

8. PROPERTY TRANSFER.

8.1. Agreement to Transfer. CITY agrees to transfer, and DEVELOPER agrees to accept the Property in accordance with all the covenants and conditions set forth in this Agreement.

8.2. Title VI Mandate. Parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.

8.2.1. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

8.3. As Is. Parties hereto acknowledge that they have not relied upon any representation of CITY relative to the condition of the Property. DEVELOPER accepts that CITY has offered the Property without representation, warranty, or covenant of any kind, express or implied, as to the state or condition of the Property. It being the intent of the Parties to transfer/sell in its present ("AS IS") state of condition.

8.4. There are no real estate agents nor outside escrow holders involved in this transaction; therefore, this Agreement is the only agreement between DEVELOPER and CITY either written or oral, with regard to this transaction.

- 8.5. Possessory Rights.** CITY has no knowledge that anyone or any entity will, at the time of the recording, have any right to possession of the Property, except as disclosed by CITY in writing to DEVELOPER.
- 8.6. Conveyance of Title.** CITY agrees to convey to DEVELOPER marketable fee simple title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, licenses, leases, and taxes, excepting those agreed to in writing by DEVELOPER. The amount of any bond or assessment which is a lien shall be paid by CITY, subject to approval of title report. CITY shall execute a Grant Deed which conveys clear title to the Property to DEVELOPER and deliver same to escrow holder within fifteen (15) days of the opening of escrow. Any and all water and mineral rights accruing to the Property shall also be transferred to DEVELOPER without reservation. Further, CITY acknowledges that the conveyance of the Property includes all abutters' rights of CITY's remaining property adjacent to the Property.
- 8.6.1.** DEVELOPER at DEVELOPERS' sole expense may open a title only order, obtain Preliminary Title Reports and Title Insurance on the Property with a Title Company of their choice.
- 8.7. Closing Costs.** DEVELOPER herein agrees to pay all costs and charges in this transaction which may include, but are not limited to recording fees and transfer tax.
- 8.8. Closing Date.** Close of escrow holder shall be fifteen (15) days after the satisfaction of all contingencies set forth herein, unless extended by mutual written agreement of both parties, final inspections, City approval, all lien releases and issuance of Certificate of Occupancy for the property.
- 8.9. Tax Exempt Agency.** All Parties hereto acknowledge that CITY is a public entity and exempt from payment of any real property taxes. Therefore, DEVELOPER acknowledges that they are solely responsible for payment of any/all real property taxes calculated by the Kern County Treasurer Tax Collector.
- 8.10. Possession of CITY'S Parcel.** CITY agrees to give possession of the Property to DEVELOPER upon recording of the Grant Deed transferring title to DEVELOPER.
- 8.11. TIME.** Time is of the essence in this Agreement.

8.12. Title Insurance. At close of escrow, CITY shall not, as part of this transaction, furnish DEVELOPER with any title insurance policy. DEVELOPER may, at DEVELOPER's sole election and expense, obtain an owner's title insurance policy in the form and coverage agreed upon by DEVELOPER and the Title Company.

8.13. Brokers and Finders. The Parties acknowledge and represent that DEVELOPER shall pay no commission to any broker or finder in connection with the purchase and sale of the Property.

9. OPERATIONS, PROPERTY MANAGEMENT, AND SUPPORTIVE SERVICES.

9.1. Operational Readiness and Project Operations. DEVELOPER shall be solely responsible for planning, organizing, staffing, procuring, and implementing all activities necessary to establish and commence operation of the Project, including the selection and oversight of property management personnel, procurement of supportive service providers, development of operating policies and procedures, hiring and training of personnel, procurement and installation of furnishings, fixtures, equipment, and technology, coordination of resident intake and occupancy, and completion of all other activities necessary to ensure the Project is fully operational upon completion of construction and the Property transfer date. Following the Property transfer date, DEVELOPER shall own, operate, maintain, manage, and administer the Project in accordance with this Agreement, the Program requirements and any additional funding requirements.

9.2. Occupancy. DEVELOPER shall undertake all actions necessary to achieve occupancy of the Project within the time required by the Program requirements, applicable funding requirements, and **Exhibit "C"**.

9.3. Property Management. DEVELOPER shall provide or cause to be provided professional property management services sufficient to operate, lease, maintain, and administer the Project in compliance with this Agreement and Program requirements, and applicable funding requirements. DEVELOPER shall remain solely responsible for the selection, supervision, performance, and replacement of any property management company retained for the Project.

9.4. Supportive Services. DEVELOPER shall provide, or cause to be provided, all supportive services required by the Program requirements and other applicable funding requirements in accordance with **Exhibit "D"**. DEVELOPER shall remain solely responsible for ensuring that all

required supportive services are continuously available throughout the applicable affordability period and that all supportive service providers comply with applicable funding requirements.

- 9.5. Maintenance and Landscaping.** DEVELOPER shall operate and maintain the Project, including all buildings, site improvements, parking facilities, landscaping, common areas, equipment, furnishings, and utilities, in a safe, sanitary, functional, attractive, and well-maintained condition throughout the affordability period in accordance with this Agreement, and Program requirements. If, at any time, DEVELOPER fails to maintain the maintenance and landscaping as required by this Agreement or CITY standards, and the condition is not corrected within a reasonable time from the date of written notice to correct from CITY, CITY may perform the necessary maintenance and landscaping, and DEVELOPER shall pay all such costs as are reasonably incurred for such.
- 9.6. Community Center.** DEVELOPER shall operate, maintain, and make available the community center for the purposes approved under the Program requirements and in accordance with applicable funding requirements.
- 9.7. Supportive Services Offices.** DEVELOPER shall maintain office space, furnishings, equipment, and related facilities sufficient to provide supportive services required under this Agreement and applicable funding requirements throughout the applicable affordability period.
- 9.8. Accessibility and Internet Commitments.** DEVELOPER shall maintain the Project-specific accessibility commitments required by the Homekey+ Standard Agreement, including the required percentage of Assisted Units with mobility and hearing/visual accessibility features. DEVELOPER shall also provide high-speed internet service with a minimum average speed of twenty-five (25) megabits per second to each Unit, free of charge to tenants, for a minimum of fifteen (15) years and within the time frame required by the Homekey+ Standard Agreement.
- 9.9. Security and Emergency Preparedness.** DEVELOPER shall maintain security measures reasonably necessary to protect residents, staff, visitors, and the Property, including policies and procedures addressing site security, emergency communications, and resident safety. DEVELOPER shall also maintain emergency preparedness and response procedures addressing fire, earthquakes, utility outages, public health emergencies, natural disasters, and other events that could reasonably affect residents, staff, or Project operations.

Consistent with the Homekey+ Standard Agreement, DEVELOPER shall maintain a twenty-four (24) hour combined on-site coverage model. Supportive Services provider staff shall provide onsite coverage for twelve (12) daytime hours, and onsite security shall provide coverage for the remaining twelve (12) evening and overnight hours when supportive services staff are not present. Security staff shall not be tenants and shall be trained and equipped to respond to emergencies during their coverage hours.

- 9.10. Reserve Accounts and Asset Management.** DEVELOPER shall establish, fund, and maintain all operating, replacement, capital, and reserve accounts required by applicable funding requirements and shall maintain an asset management plan sufficient to preserve the long-term physical and financial viability of the Project throughout the affordability period. DEVELOPER shall periodically evaluate the condition of the Project and identify anticipated capital repairs, replacements, and major maintenance needs.
- 9.11. Operating Budget.** DEVELOPER shall prepare and maintain annual operating budgets for the Project demonstrating sufficient revenues and financial resources to operate, maintain, repair, manage, and provide supportive services for the Project in compliance with this Agreement and applicable funding requirements as outlined in the Scope of Work and Program Requirements.
- 9.12. Damage or Casualty.** Following any casualty or other event causing material damage to the Project, DEVELOPER shall promptly notify CITY and HCD, secure the Property, cooperate with insurers, implement appropriate emergency measures, and repair or restore the Project in accordance with applicable funding requirements, unless otherwise approved in writing by CITY and HCD.
- 9.13. Successor Operator.** DEVELOPER shall not assign responsibility for ownership, property management, supportive services, or operation of the Project without CITY's prior written approval whenever such approval is required by the Program requirements, recorded affordability covenant, or this Agreement. Any approved successor shall execute a written assumption agreement accepting all applicable obligations of DEVELOPER under this Agreement and the applicable funding requirements. No assignment or delegation shall relieve DEVELOPER of any obligation under this Agreement unless expressly approved in writing by CITY.
- 9.14. No City Operational Responsibility.** CITY shall have no responsibility

for the ownership, operation, maintenance, management, leasing, staffing, supportive services, security, regulatory compliance, financial performance, or any other operational aspect of the Project. CITY's monitoring, review, inspection, approval, or enforcement activities under this Agreement are undertaken solely for purposes of administering the Agreement and applicable funding requirements and shall not be construed as assuming responsibility for Project operations or relieving DEVELOPER of any obligation under this Agreement.

- 10. ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party without the prior written consent of all parties. Any permitted assignment will be subject to such terms and conditions as the non-assigning party and HCD may choose to impose. Any assignment without the prior written consent of all parties is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties. Notwithstanding the foregoing, nothing in this Agreement shall be construed to impede or prohibit DEVELOPER from subcontracting for the materials and services required to fulfill its obligations under this Agreement or the Homekey+ Program Requirements. Nor shall anything in this Agreement be construed to impede or prohibit DEVELOPER from soliciting, obtaining, committing, or using funding from public or private funding sources for the Project as permitted under this Agreement.

10.1. Prohibition. Except as provided herein, neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all parties. Any such assignment will be subject to such terms and conditions as CITY and HCD may choose to impose.

- 11. BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
- 12. COMPLIANCE WITH ALL LAWS.** DEVELOPER shall, at DEVELOPER's sole cost, comply with all of the requirements of municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or

growing out of this Agreement all municipal ordinances and state and federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation:

- 12.1. Local and Federal Laws.** DEVELOPER shall obey all CITY regulations now or hereafter enacted to facilitate administration applicable to the Project. DEVELOPER shall become familiar with the appropriate statutes, regulations, and guidelines governing the Project. DEVELOPER shall obey all Federal regulations and guidelines now or hereafter enacted pursuant now or hereafter in effect.
- 12.2. City Tax Certificate.** DEVELOPER shall obtain a city business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
- 12.3. Prevailing Wage.** If applicable, DEVELOPER shall pay prevailing wages to all workers employed on public works projects, as defined by California Labor Code. Upon request by CITY, when required per the California Labor Code, DEVELOPER must submit to CITY proof of registering the Project with the California Department of Industrial Relations (DIR).
- 12.4. Nondiscrimination.** DEVELOPER shall not discriminate or segregate against any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the performance of this Agreement or use of the Property.
- 13. CONFLICTS OF INTEREST.** DEVELOPER stipulates that corporately, or individually, the firm, its employees and subconsultants have no financial interest in either the success or failure of any project, which is dependent upon the result of the work prepared pursuant to this Agreement.
- 14. CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- 15. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- 16. DEFAULTS AND TERMINATION.**

 - 16.1. Defaults.** Subject to the extensions of time for construction pursuant to the terms set forth in the Scope of Work (**Exhibit "C"**), or otherwise

pursuant to this Agreement, failure or delay by either party to perform any material term or provision of this Agreement constitutes an event of default under this Agreement. Except as may be otherwise provided herein, the party who so fails or delays must, upon discovering or receiving notice of such event of default, immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence.

If DEVELOPER is not in full compliance with the terms of this Agreement at any time during the term of this Agreement after CITY has commenced to disburse Project funds, CITY shall notify DEVELOPER of such noncompliance and DEVELOPER shall have sixty (60) days to cure provided however that if such default cannot reasonably be cured in such sixty (60) day period, DEVELOPER shall have such further time as necessary to cure such default provided that DEVELOPER commences the cure of same within such sixty (60) day period and thereafter diligently pursues cure of same. If DEVELOPER fails to cure the noncompliance, in addition to other rights and remedies permitted by this Agreement, Homekey+ Standard Agreement, applicable funding requirements, or applicable law, CITY may proceed with any or all of the following remedies in any order or combination CITY may choose in its sole discretion:

- 16.1.1.** Terminate this Agreement, and require DEVELOPER to return to CITY and unexpended Projects funds and any Project funds determined to be ineligible, unsupported, disallowed, or otherwise required to be returned under this agreement, the Homekey+ Standard Agreement, applicable funding requirements, or law, together with any applicable administrative costs, interest, or penalties assessed against the CITY as a result of DEVELOPER's acts or omissions; and
- 16.1.2.** Bring an action in equitable relief (1) seeking the specific performance by DEVELOPER of the terms and conditions of this Agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief; and
- 16.1.3.** The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Additionally, CITY shall notify DEVELOPER's partners of any default by DEVELOPER. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured party may not institute proceedings against the party in

default, nor shall the injured party be able to enforce any remedies or penalties provided hereunder, until sixty (60) days after giving such notice and only in the event such event of default is not cured as set forth in this Agreement. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; and

16.1.4. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights or remedies as to any event of default shall not operate as a waiver of any default or any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert or enforce any such rights or remedies; and

16.1.5. Upon the occurrence of an event of default, and subject to the terms of this Agreement, the defaulting party shall be liable to the non-defaulting party for damages caused by such default. Nothing in this Agreement precludes the instigation of an action for specific performance of the terms of this Agreement.

- 17. DIRECTION.** DEVELOPER retains the right to control or direct the manner in which the services described herein are performed.
- 18. EFFECTIVE DATE.** This Agreement shall be in effect from the date of execution through the Period of Affordability, except that DEVELOPER shall retain records as required in this Agreement. All obligations that by their terms or nature continue through or beyond the Period of Affordability, including affordability, reporting, record retention, audit, monitoring, reimbursement or recapture of ineligible or disallowed costs, and other continuing compliance obligations, shall remain in effect for the period required by this Agreement, the Homekey+ Standard Agreement, and applicable funding requirements.
- 19. EQUIPMENT.** DEVELOPER will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
- 20. EXECUTION.** This Agreement is effective upon the date first written above and is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- 21. EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached

hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

- 22. FORCE MAJEURE.** In addition to specific provisions of this Agreement, a party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities, enactment of conflicting State or Federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, or litigation (any of the foregoing, "Force Majeure"). An extension of time for such cause may be mutually agreed upon by the parties hereunder for the period of the enforced delay or longer.
- 23. FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the Parties to this Agreement.
- 24. GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
- 25. INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
- 26. DISPUTE RESOLUTION.** CITY and DEVELOPER agree to first make a good faith attempt to resolve all disputes through direct negotiation of the Parties, which period of negotiation need not exceed thirty (30) days from the date of request for negotiation by either Party. Any disputes remaining unresolved may proceed to litigation. The requirement of submission of a dispute to this dispute resolution process does not prohibit a party from issuing a notice of default under Section 16 of this Agreement. All dispute resolutions pursuant to this paragraph shall occur in the County of Kern.
- 27. INDEMNITY.** DEVELOPER shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by DEVELOPER or

DEVELOPER's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

28. INDEPENDENT CONTRACTOR. This Agreement calls for DEVELOPER's performance of the Scope of Work as an independent contractor. DEVELOPER is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with DEVELOPER other than that of an independent contractor.

29. INSURANCE.

29.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, DEVELOPER must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

29.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

29.1.2. Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

29.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

29.1.2.2. Provide products and completed operations coverage;

29.1.2.3. Provide premises, operations, and mobile equipment coverage; and

29.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

- 29.1.3. Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, DEVELOPER must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, DEVELOPER is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

29.2. General Provisions Applying to All Insurance Types.

- 29.2.1.** All policies required of DEVELOPER must be written on a first-dollar coverage basis or contain a deductible provision. Subject to CITY's advance approval, DEVELOPER may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 29.2.2.** All policies required of DEVELOPER must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of DEVELOPER's insurance and must not contribute with

it.

- 29.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 29.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 29.2.5.** Full compensation for all premiums which DEVELOPER is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 29.2.6.** It is further understood and agreed by DEVELOPER that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by DEVELOPER in connection with this Agreement.
- 29.2.7.** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for DEVELOPER, and all subcontractors must agree in writing to be bound by the provisions of this section.

- 30. KEY PERSONNEL.** At request of CITY, DEVELOPER shall name all key personnel to be assigned to the work set forth herein. CITY reserves the right to approve key personnel, which approval shall not be unreasonably withheld. Once the key personnel are approved DEVELOPER shall not

change such personnel without the approval of CITY.

31. **LICENSES.** DEVELOPER shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for DEVELOPER to practice its profession and perform the Scope of Work. If DEVELOPER is a corporation, at least one (1) officer or key employee shall hold the required licenses or professional degrees. If DEVELOPER is a partnership, at least one (1) partner shall hold the required licenses or professional degrees.
32. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
33. **NEGATION OF PARTNERSHIP.** CITY shall not become or be deemed a partner or joint venture with DEVELOPER or associate in any such relationship with DEVELOPER by reason of the provisions of this Agreement. DEVELOPER shall not, for any purpose, be considered an agent, officer, or employee of CITY.
34. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
35. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
36. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified, commercial delivery service, or registered mail and be effective upon actual personal service, delivery by commercial delivery services or four (4) calendar days after depositing in the United States mail. The parties shall be addressed as follows or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

DEVELOPER: **COMMUNITY ACTION PARTNERSHIP OF KERN**
1300 18th Street, Suite 200
Bakersfield, California 93301

37. **RECORDS, AUDITS AND MONITORING.** DEVELOPER shall maintain records sufficient to show it has reasonably complied with all applicable provisions

and requirements of this Agreement and Program requirements. DEVELOPER shall provide copies of such records in a format reasonably acceptable to CITY

- 37.1. Records and Reports.** DEVELOPER shall create and retain accurate records of DEVELOPER's efforts to manage the Project and results of those efforts. At least annually, but more often if requested by CITY, DEVELOPER will deliver to CITY, a report **Exhibit "F"** which includes, at a minimum, the following: DEVELOPER shall promptly correct any errors or deficiencies identified by CITY or HCD.

DEVELOPER shall submit an Operations, Compliance, and Performance Report in the form attached as **Exhibit "F"**, together with all supporting documentation, certifications, and attachments identified therein. DEVELOPER shall certify that all information submitted is true, complete, and accurate to the best of its knowledge.

Upon reasonable request, DEVELOPER shall provide such additional reports, information, records, certifications, explanations, or supporting documentation as CITY or HCD may require to administer the Project, verify compliance with this Agreement, respond to audit inquiries, or satisfy applicable funding requirements.

- 37.2. Monitoring and Review.** CITY or HCD may monitor the Project throughout the applicable Affordability Covenant Period to verify compliance with this Agreement, Program requirements, and applicable funding requirements. Such monitoring may include review of reports and records, inspections of the Project, interviews with Project personnel, and other activities reasonably necessary to administer the Project or verify compliance. CITY's monitoring or review activities shall not relieve DEVELOPER of any obligation under this Agreement or constitute acceptance of the Project or its operations.

- 37.3. Audits.** Upon the written request of CITY, DEVELOPER shall arrange, at its own expense, the performance of a "Single Audit" of its entire operations by an independent auditor in accordance with CITY policies.

- 37.4. Delivery of Audit Results to CITY.** The auditor shall deliver results of said audit to CITY within thirty (30) days of the audit's completion. CITY's acceptance of DEVELOPER's audit reports does not prohibit CITY from performing any additional audit work CITY deems to be necessary.

- 37.5. Record Retention.** DEVELOPER shall maintain all records related to the financing of the Project for no less than five (5) years after the Project's completion. Additionally, all individual tenant income verifications, names, addresses, Project rents and Project inspections must be retained for the most recent five (5) year period, until five (5) years after the affordability period terminates. Any agreement between DEVELOPER and its independent auditor shall provide for access, during normal business hours, to the independent auditor's work papers, by CITY auditors, or their authorized agents. DEVELOPER's independent auditor shall retain, for review purposes, audit work papers for five (5) years from date of audit completion, or until four (4) years after all audit-related issues are resolved, whichever occurs later. DEVELOPER shall maintain all records related to this Agreement for five (5) years from Project Completion. CITY reserves the right to review all records required under the Program. Further, DEVELOPER agrees to make documents available for review by any agency associated with the requirement of the Project Site and its services involved in ensuring the Projects' compliance.
- 37.6. Accounting Records.** DEVELOPER shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at DEVELOPER's office during the term of this Agreement, and for a period of five (5) years from the date of the final payment hereunder and made available to CITY representatives upon request at any time during regular business hours.
- 37.7. CITY Withholding of Funds.** CITY may withhold funds from DEVELOPER if DEVELOPER is not complying with the terms of this Agreement. Should CITY become subject to any penalties resulting from failure by DEVELOPER, or DEVELOPER's agent to comply with all applicable laws and regulations, DEVELOPER shall be solely liable for any such penalties and shall fully reimburse CITY for any payments made or funding lost as a result.
- 37.8. Corrective Action.** If CITY determines that DEVELOPER has failed to comply with this Agreement, applicable funding requirements, or any monitoring, audit, or reporting requirement, CITY may require DEVELOPER to submit and implement a corrective action plan within the time specified by CITY. Submission or implementation of a corrective action plan shall not constitute a waiver of any default, limit any remedy available to CITY under this Agreement or applicable law, or relieve DEVELOPER of any obligation under this

Agreement.

- 37.9. Regulatory Changes.** DEVELOPER shall comply with mandatory changes in applicable federal, state, or local laws, the Program Requirements, or other applicable funding requirements that become applicable to the Project after the Effective Date. CITY may revise administrative procedures, reporting forms, or similar administrative requirements to remain consistent with applicable funding requirements, provided such revisions do not materially increase DEVELOPER's substantive obligations under this Agreement.
- 37.10. Confidentiality and Public Records.** DEVELOPER shall protect confidential information and personally identifiable information in accordance with applicable law. DEVELOPER shall cooperate with CITY in responding to requests made pursuant to the California Public Records Act. CITY shall determine, in its sole discretion, whether requested records are subject to disclosure, except as otherwise required by law. This paragraph does not apply to the release of any records by the DEVELOPER.
- 38. REMEDIES.** The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity, which may be available to CITY. The election of one (1) or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.
- 39. RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- 40. SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with California Code of Regulations, Title 8, Section 16451. This Project is subject to compliance monitoring and enforcement by the

California DIR.

41. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
42. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of DEVELOPER's profession in California.
43. **STARTING WORK.** DEVELOPER shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
44. **TAX NUMBERS.**
DEVELOPER Federal Tax ID Number: 95-2402760
Is DEVELOPER a corporation? Yes: X No: _____
(Please check one.)
45. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party. CITY shall only convey to DEVELOPER funds for work done prior to the effective date of termination.
46. **THIRD-PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify DEVELOPER of third-party claims relating to this Agreement. CITY shall be allowed to recover from DEVELOPER, and DEVELOPER shall pay on demand, all costs of notification.
47. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by DEVELOPER pursuant to the terms of this Agreement (referred to herein as "Development Documents", shall, upon preparation, become CITY property. On the Property Transfer Date, City shall transfer and convey all Development Documents to DEVELOPER, whereupon such Development Documents shall become DEVELOPER property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"DEVELOPER"
**COMMUNITY ACTION
PARTNERSHIP OF KERN**

By: _____
KAREN GOH
Mayor

By: _____
JEREMY TOBIAS
Chief Operating Officer

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES DEPARTMENT

By: _____

PHILLIP BURNS

Director

APPROVED AS TO FORM:

City Attorney: _____

VIRGINIA GENNARO

Insurance: _____

Attachment(s): Exhibit A Exhibit D
 Exhibit B Exhibit E
 Exhibit C Exhibit F

COUNTERSIGNED:

Finance Director: _____

RANDY MCKEEGAN

DRAFT

Exhibit "A"
Legal Description

Property Address: 901 Union Avenue, Bakersfield, California 93307

Assessor's Parcel Number: 009-502-10-00-1

PARCEL 'A'

All of Lots 3, 4, 5, 6 and 7 of Block 1 of California Avenue Park Tract No. 2, recorded March 30, 1925 in the office of Kern County Recorder; being a re - subdivision of the Eighty Acre Tract as shown on map filed November 21, 1898; also being a portion the Northeast" quarter of Section 31, Township 29 South, Range 28 East, Mount Diablo Base and Meridian according to the Official Plat thereof on file in the Office of the Surveyor General; in the City of Bakersfield, County of Kern, State of California, described as follows:

Beginning at the Northwest corner of said Lot 7;

thence South 89°44' 23" East along the North line of said Lot 7 a distance of 150. 02 feet to the Northeast corner of said Lot 7;

thence South 00° 12' 00" West along the East lines of Lots 7, 6, 5, 4 and 3 a distance of 290. 00 feet to the Southeast corner of said Lot 3;

thence North 89°44' 37" West along the South line of said Lot 3 a distance .of 150. 01 feet to the Southwest corner of said Lot 3;

thence North 00° 11' 57" East along the West lines of Lots 3, 4, 5, 6 and 7 a distance of 290. 01 feet to the Point of Beginning.

Containing 43,504± square feet, 1. 00± acres

Exhibit “B”
Homekey+ Standard Agreement

**REMOVE THIS PAGE
AND
REPLACE WITH PDF**

Exhibit “C”

Scope of Work

1. PROJECT DESCRIPTION. The Project consists of the rehabilitation and conversion of the existing improvements located at 901 Union Avenue, Bakersfield, California, into thirty (30) units of permanent supportive housing serving individuals and households experiencing or at risk of homelessness.

The Scope of Work includes all labor, materials, equipment, professional services, permits, construction activities, furnishings, fixtures, equipment, accessibility improvements, site improvements, utility improvements, landscaping, parking improvements, community facilities, supportive services offices, and all other work necessary to complete the Project and place the Project into full operation in accordance with the Agreement, the Homekey+ Program, applicable funding requirements, approved plans and specifications, and Applicable Laws.

2. UNIT MIX AND TARGET POPULATION. The Project shall consist of thirty (30) Permanent Supportive Housing units, consisting of twenty-two (22) studio units and eight (8) one-bedroom units. The Project shall serve the Homekey+ Target Population in accordance with the approved Homekey+ application, including individuals and households experiencing homelessness or at risk of homelessness. The approved population targeting consists of fifteen (15) non-veteran units, including nine (9) units for persons experiencing homelessness, two (2) units for persons experiencing chronic homelessness, and four (4) units for persons at risk of homelessness. The remaining fifteen (15) units are targeted to veterans, consisting of nine (9) Veteran Homeless units, two (2) Veteran Chronic Homelessness units, and four (4) Veteran At Risk of Homelessness units.

3. TERM. The Project shall be developed, operated, and maintained in accordance with the approved Homekey+ application and the requirements of the Homekey+ Program.

4. AFFORDABILITY PERIOD. The Project shall remain subject to the affordability requirements applicable to Homekey+ Permanent Supportive Housing for a period of fifty-five (55) years, in accordance with the Homekey+ Program Requirements and the applicable recorded affordability covenant and regulatory agreements. Nothing in this Agreement shall be construed to shorten, modify, or supersede any longer affordability or use restriction imposed by HCD, the Homekey+ Program, or any recorded regulatory agreement.

5. PROJECT SCHEDULE. The following Project Schedule identifies the anticipated sequence of major Project activities and milestones. The dates below reflect the current Project schedule and the controlling milestones identified in the Homekey+ Standard Agreement. The dates may be revised as necessary to comply with the Homekey+ Standard Agreement, HCD-approved schedule, and applicable

Homekey+ Program Requirements. All Project milestones remain subject to applicable Homekey+ Program Requirements and HCD-approved deadlines.

Phase	Activity / Milestone	Responsible Party	Target Date
Pre-Construction	Execute Development Agreement	City / DEVELOPER	Sept 2026
	Complete Final Plans & Specifications	DEVELOPER	Oct 2026
	Obtain Required Permits	DEVELOPER	Oct 2026
	Execute Construction Contract	DEVELOPER	Oct 2026
	Submit Initial Insurance Certificates	DEVELOPER	Oct 2026
	Notice to Proceed	DEVELOPER	Oct 2026
Construction	Construction Commencement	DEVELOPER	Oct 2026
	25% Construction Complete	DEVELOPER	Dec 2026
	50% Construction Complete	DEVELOPER	Mar 2027
	75% Construction Complete	DEVELOPER	Jun 2027
	Substantial Completion	DEVELOPER	Aug 2027
	Final Completion	DEVELOPER	Sept 13, 2027
Closeout & Transfer	Submit Closeout Documents	DEVELOPER	Oct 2027
	Complete Property Transfer Requirements	DEVELOPER	Oct 2027
	Complete Operational Readiness	DEVELOPER	Oct 2027
Operations	Property Transfer	City/ DEVELOPER	Following satisfaction of all applicable Homekey+ transfer requirements and required HCD approval
	Initial Occupancy	DEVELOPER	Nov 2027
	Full Occupancy	DEVELOPER	Dec. 13, 2027
	Stabilized Operations	DEVELOPER	Jan 2028

Phase	Activity / Milestone	Responsible Party	Target Date
	Annual Homekey+ Compliance Reporting	DEVELOPER	Annually, as required by the Homekey+ Standard Agreement and applicable Homekey+ Program Requirements
	Homekey+ Operating Award Fully Expended	DEVELOPER	Within the expenditure period required by the Homekey+ Standard Agreement
HCD Milestone	Capital Award Fully Expended	DEVELOPER	December 13, 2027
HCD Milestone	Supportive Services Plan Approved by HCD	DEVELOPER	No later than December 13, 2027
HCD Milestone	Nondiscrimination Policy Submitted to HCD	DEVELOPER	May 11, 2027

6. REQUIRED DELIVERABLES. The Project deliverables identified below represent the principal documents, reports, certifications, and other materials DEVELOPER shall submit throughout the Project. These deliverables correspond to the major phases of Project implementation and support the City's administration, reimbursement, monitoring, property transfer, and ongoing compliance responsibilities.

Pre-Construction. Prior to commencement of construction, DEVELOPER shall submit the documents necessary to demonstrate Project readiness, including approved plans, budgets, schedules, contracts, insurance, permits, and other documentation required by the Agreement.

Pre-Construction Deliverables
Required Permits and Approvals
Final Plans
Updated Project Schedule
Updated Budget
Construction Contract
Insurance Certificates

Construction. During construction, DEVELOPER shall provide monthly progress reports, payment requests, updated schedules, budget information,

photographs, change order documentation, and other materials necessary for the City to monitor Project implementation.

Construction Deliverable	Frequency
Progress Report	Monthly
Updated Schedule	Monthly
Payment Request	As Needed
Budget Update	Monthly
Change Order Package	As Needed
Photographs	Monthly

Project Completion. Upon completion of construction, DEVELOPER shall submit all documentation necessary to demonstrate completion of the Project and satisfaction of the Property Transfer requirements, including closeout documents, warranties, record drawings, operating manuals, and other required deliverables.

Close Out Deliverables
Certificate of Occupancy
Final Budget
Warranties
Record Drawings
Operation & Maintenance Manuals
Property Transfer Documents
Final Pay Application
Required Lien Releases
Final Inspection Approvals

The Project shall be considered complete upon satisfaction of the following requirements. Completion of construction alone shall not constitute Project completion unless all required closeout activities, operational readiness requirements, and Property Transfer conditions have also been satisfied.

- Construction has been completed in accordance with the approved plans and specifications.
- All required inspections have been successfully completed.
- A Certificate of Occupancy or other required occupancy authorization has been issued.

- All material punch list items have been completed or otherwise resolved in accordance with the approved plans, specifications, and Construction Contract.
- All required closeout documentation has been submitted.
- The Property Transfer requirements have been satisfied.
- The Project has been furnished, staffed, and is operationally ready for occupancy.
- Any remaining Homekey+ Program requirements applicable to Project completion have been satisfied.

Operations. Following Project Completion and Property Transfer, DEVELOPER shall provide the reports, certifications, financial information, inspections, and other documentation necessary to demonstrate ongoing compliance with the Agreement and the Homekey+ Program Requirements throughout the applicable affordability and compliance periods.

DEVELOPER shall maintain the supportive services staffing, onsite coverage, security, accessibility, internet service, unit mix, population restrictions, and other Project-specific commitments required by the Homekey+ Standard Agreement, unless HCD approves a modification in writing.

Deliverable	Frequency
Annual Operating Budget	Annually, prior to each Project operating year
Operations, Compliance, and Performance Report (Exhibit F)	Quarterly and Annually
Annual Property Condition and Habitability Self-Assessment	Annually
Insurance Certificates	Annually and upon renewal
Corrective Action Plan (if required)	As Required
Notices of Material Events, Casualty, Default, Litigation, or Regulatory Noncompliance	As Required
Additional Reports or Documentation reasonably requested by the City or required by the Homekey+ Program	As Required

7. PROJECT BUDGET AND FINANCIAL PLAN. DEVELOPER will maintain a Project development budget, operating budget, and financial pro forma covering at least fifteen (15) years of Project operations. These documents will reflect the HCD- and CITY-approved Homekey+ financial pro forma, applicable Homekey+ Program Requirements, and the funding commitments and

assumptions supporting the Project, as they may be amended or updated with CITY and/or HCD approval when required.

The financial pro forma will identify the anticipated sources and uses of Project funds, including development funding, operating funding, rental subsidies, supportive services funding, reserves, Project revenues, and other anticipated resources necessary to support the long-term financial feasibility of the Project. Any material change requiring approval under the Homekey+ Program Requirements or this Agreement shall be submitted to CITY and/or HCD for approval, as applicable.

Funding Amounts Included in Agreement

Use	Source	Amount	Duration
<i>Development</i>	Homekey+	\$10,600,000	One Time
Operating	Homekey+	\$3,024,000	10 Years
Operating	Homekey+ Veteran Operating Award	\$450,000	10 Years
Operating	HHAP-5	\$2,342,589	5 Years
	Total Agreement Funds	\$16,416,589	

The amounts identified above represent the funding administered by CITY and provided to DEVELOPER pursuant to this Agreement. Other Project funding, contributions, subsidies, revenues, or financial assumptions may be reflected in the Project's development budget, operating budget, and financial pro forma but do not constitute additional funding under this Agreement unless expressly authorized by CITY.

Development Budget. The following Development Budget identifies the anticipated uses of Project development funds and reflects the total development funding for the Project, excluding land. The Development Budget includes \$1,147,656 in HHAP-4 predevelopment funding previously awarded to DEVELOPER under Agreement No. 2025-048 and Agreement No. 2026-157. These previously awarded HHAP-4 funds are not included in the "Funding Amounts Included in Agreement" table above and do not constitute additional funding provided under this Agreement. Accordingly, the Development Budget below totals \$11,747,656, consisting of \$10,600,000 in Homekey+ development funding provided under this Agreement and \$1,147,656 in previously awarded HHAP-4 predevelopment funding.

DEVELOPER shall administer Project funds in accordance with the approved budget and applicable funding requirements and shall maintain documentation supporting Project expenditures. The Development Budget

may be updated as Project costs are finalized, subject to any approval required under the Agreement or applicable Homekey+ Program Requirements.

Total Development Funding Excluding Land

Funding Category	Amount
Preconstruction and Other Related Costs	\$1,301,035*
Rehabilitation and Construction	\$4,879,014
Other Rehabilitation Costs	\$1,162,000
Prevailing Wage	\$ 2,110,550
Urban Greening	\$967,900
Reserves	\$271,232
Contingency	\$1,055,925
TOTAL DEVELOPMENT COST (EXCLUDING LAND)	\$11,747,656

* \$1,147,656 of this category is previously awarded HHAP-4 funds and is not awarded as part of this agreement.

Annual Operating Budget. DEVELOPER shall submit to CITY an updated annual operating budget for each Project operating year, prior to the beginning of the applicable operating year. The annual operating budget shall reflect anticipated Project revenues, operating expenses, rental and operating subsidies, supportive services costs, reserves, and other material sources and uses necessary for Project operations. The annual operating budget shall be consistent with the approved Homekey+ application, applicable Homekey+ Program Requirements, and the funding commitments and assumptions applicable to the Project, as such requirements, commitments, and assumptions may be amended or updated with CITY and/or HCD approval, when required.

8. PROJECT FUNDING AND PAYMENT. Payment and reimbursement of Project costs shall be administered in accordance with the Agreement and Exhibit E, Payment and Reimbursement Procedures. Nothing in this Scope of Work creates an entitlement to payment or reimbursement, and all payments remain subject to funding availability, cost eligibility, applicable funding requirements, and submission of required supporting documentation.

EXHIBIT “D”

SUPPORTIVE SERVICES PLAN

This Exhibit reorganizes the Project-specific Supportive Services Plan submitted with the Homekey+ application into a format that is easier to review and use during Project implementation. It is intended to preserve the substantive service commitments, tenant-selection approach, staffing, budget, property-management coordination, and outcome measures described in the submitted plan.

1. PROJECT APPROACH AND TARGET POPULATION

The Ramkabir Permanent Supportive Housing Project at 901 Union Avenue will use a Housing First approach to provide permanent supportive housing to people experiencing homelessness or at risk of homelessness, including veterans and people with behavioral health needs. CAPK will serve as the Lead Service Provider and will coordinate supportive services with community, health, behavioral health, veteran, benefits, employment, and housing partners.

The primary target population will include individuals who are homeless or at risk of homelessness and veterans experiencing homelessness or at risk of homelessness. The Project will also serve veterans with behavioral health needs, including mental health conditions, substance use disorders, or co-occurring disabilities.

Additional eligible populations will include persons with physical, mental, or developmental disabilities and extremely low-income households at or below 30 percent of Area Median Income (AMI), consistent with applicable Homekey+ requirements and fair housing laws. Units designated for veterans will be reserved for eligible veterans. If permitted under Homekey+ requirements and the approved Project documents, veteran-designated units that cannot be filled by veterans at or below 30 percent AMI may serve eligible Secondary Tenants, including veterans with incomes up to 60 percent AMI. For HUD-VASH participants, service-connected disability benefits will be excluded from income calculations when required by program rules.

2. TENANT ELIGIBILITY, SCREENING, AND REFERRALS

CAPK will use low-barrier tenant selection practices that are consistent with Housing First, fair housing, reasonable accommodation requirements, and the approved Homekey+ application. Tenant referrals will be coordinated through the Bakersfield-Kern Regional Homeless Collaborative Coordinated Entry System (CES), which prioritizes people based on vulnerability and need rather than a first-come, first-served waiting list.

Eligibility and intake will address the following:

- Homelessness or at-risk-of-homelessness status consistent with applicable Homekey+ and HUD definitions.
- Applicable income eligibility and affordability requirements.
- Behavioral health needs, including mental health, substance use, or co-occurring conditions, when relevant to Project prioritization.
- Veteran preference and veteran-status verification for veteran-designated units.
- Referral through CES and coordination with Kern Behavioral Health and Recovery Services and other appropriate referral partners.
- Household size and unit-size compatibility.
- Ability to meet basic lease obligations related to health, safety, and care of the unit.
- Assessment of any current and active behavior that presents a direct threat to health and safety, using fair housing and reasonable-accommodation practices rather than categorical exclusions based on criminal history.

Applicants will not be screened out solely because of sobriety status, participation in treatment, disability, possession of pets, or other conditions that would be inconsistent with Housing First. CAPK

will not use screening criteria that unlawfully exclude people with disabilities or disproportionately affect a protected class.

For veteran applicants, CAPK's Veteran Supportive Services (VSS) program will verify veteran status using available documentation such as a DD214, VA Health Inquiry (HINQ), VA SQUARES, or a VA medical identification card. When necessary, VSS will assist the veteran in obtaining a DD214. Disability and income documentation will also be reviewed as required. A Housing Navigator will complete intake and review veteran status, income, disability verification, homelessness status, rental-assistance requirements, and unit-size appropriateness.

Applicants and tenants will receive applicable disclosures and policies, including Proposition 64 information, non-smoking, water conservation, occupancy, pest control, bed bug, mold, assistance animal, pet and air-quality policies; lead and asbestos information; Megan's Law notice; Violence Against Women Act eviction protections; fire-safety information; house rules; drug notices; community-room policy; grievance procedures; and move-out instructions.

3. HOUSING FIRST AND VOLUNTARY SERVICES

The Project will operate under Housing First principles. Supportive services will be offered to promote housing stability, wellness, independence, and recovery, but participation in services will remain voluntary and will not be a condition of tenancy. Substance use by itself, without another lease violation, will not be treated as a basis for termination of tenancy.

CAPK will use individualized housing stability planning and regular engagement to help tenants identify their own goals and priorities. Housing Navigators will use motivational interviewing, crisis intervention, trauma-informed care, harm-reduction strategies, and other evidence-based practices to encourage participation without coercion.

When the Project cannot appropriately serve an applicant or tenant, CAPK will work through CES and community partners to identify another appropriate housing or service option rather than simply ending assistance. CAPK will also support voluntary Moving On strategies when a tenant is ready for a less service-intensive housing setting.

4. LEAD SERVICE PROVIDER AND SERVICE COORDINATION

CAPK will be the Lead Service Provider for all Project populations. Veteran services will be coordinated through CAPK's VSS program and veteran-serving partners. CAPK will provide or coordinate case management focused on residential stability, skills and income, self-determination, medical and mental health needs, substance use and treatment, employment, vital documents, legal concerns, and benefits. Goals will be tracked, with formal reviews approximately every 60 days.

CAPK will coordinate services with providers that include Kern Behavioral Health and Recovery Services, the Bakersfield VA Community-Based Outpatient Clinic, Anthem, Kern Family Health Care, Kaiser Permanente, Clinica Sierra Vista, the Housing Authority of the County of Kern, American Job Center, Greater Bakersfield Legal Assistance, the Open Door Network, Kern County Family Justice Center, food and basic-needs providers, and other community partners appropriate to each tenant's needs.

CAPK has participated in the Bakersfield-Kern Regional Homeless Collaborative since its inception and will use those relationships, along with existing public and nonprofit service networks, to coordinate referrals and avoid duplication of services.

5. SUPPORTIVE SERVICES

Service Area	What CAPK and Partners Will Provide	Frequency	Primary Providers
Case Management	On-site Housing Navigators will coordinate physical, mental, and behavioral health services; support housing stabilization; advocate for tenants; make referrals; assist with appointments and documentation; and use case conferencing as needed.	As needed; goal of weekly engagement and additional contact during crisis	CAPK; KernBHRS; VA; managed care plans
Peer Support	Peer-led support, mentorship, recovery support, skill-building, community-building activities, one-on-one coaching, and resident support groups.	Monthly engagement and as needed	CAPK and partner peer-support resources
Mental Health Care	Assessment, psychiatric care, individual and group counseling, crisis response, medication-related services, telehealth, and referrals to specialty care when needed.	As needed	KernBHRS; Anthem; Kern Family Health Care; Kaiser Permanente; VA for eligible veterans
Substance Use Services	Voluntary screening, ASAM-based assessment and referral, outpatient treatment, detoxification referral when indicated, harm reduction, relapse prevention, overdose-prevention education, safety planning, and peer recovery supports such as AA, NA, and DRA.	As needed	KernBHRS; managed care plans; CAPK; other tenant-selected providers
Behavioral Health	Integrated mental health and substance-use linkage based on need, severity, preference, and insurance coverage, including telehealth where appropriate.	As needed	KernBHRS; managed care plans; VA
Physical Health	Connection to primary, preventive, specialty, and urgent care; assistance obtaining or maintaining Medi-Cal, Medicare, VA health coverage, Covered California, or other coverage.	As needed	CAPK; Clinica Sierra Vista; VA; managed care plans
Benefits & Documentation	Help obtaining identification and vital records and applying for or maintaining Medi-Cal, Medicare, Covered California, SSI/SSP, SSDI, VA compensation/pension, unemployment, County assistance, SNAP/TANF, and other eligible benefits.	As needed	CAPK; managed care plans; public benefit agencies
Education & Employment	Referral to adult education, GED/high-school completion, literacy, vocational rehabilitation, workforce development, job readiness, training, and employment resources.	As needed	CAPK; American Job Center; education/workforce partners
Veteran-Specific Services	VA-eligible mental health and medical care, veteran case management, benefits, HUD-VASH coordination, PTSD/Military Sexual Trauma resources, employment and legal referrals, and other veteran-specific supports.	As needed	CAPK/VSS; Bakersfield VA CBOC; Vet Center; Housing Authority; veteran partners
Co-Occurring Conditions	Integrated coordination for tenants experiencing both mental health and substance-use conditions, using trauma-informed, recovery-oriented, and harm-reduction practices.	As needed	KernBHRS; VA; managed care plans
Recreation & Social Connection	Community-building activities, resident gatherings, peer-led events, veteran-support participation, and other recreational or social activities that reduce isolation.	As needed	CAPK; community and veteran partners
Higher Level of Care / Out-placement	Coordination of temporary or longer-term higher levels of medical, psychiatric, behavioral health, or supportive care when a tenant's needs cannot be safely met through routine on-site services.	As needed	CAPK; VA; behavioral health and managed care providers
Housing Retention / Life Skills / Legal / Basic Needs	Budgeting and financial counseling, credit and debt mitigation, household management, nutrition and meal preparation, communication, legal assistance, benefits reinstatement, food, clothing, hygiene items, household goods, tenancy support, day habilitation, and medically tailored meals when eligible.	As needed	CAPK; GBLA; food partners; managed care plans and community providers
Domestic Violence & Safety Support	Referral for crisis intervention, restraining-order assistance, safety planning, advocacy, and law-enforcement coordination.	As needed	CAPK; Open Door Network; Kern County Family Justice Center
Rental Support	Connection to available rental assistance, including HUD-VASH, Behavioral Health funding, managed care plan housing supports, and other eligible subsidy sources.	As needed	Housing Authority; KernBHRS; managed care plans; VA

6. ACCESS TO SERVICES AND TRANSPORTATION

Most community services identified in the submitted plan are located within approximately one to four miles of the Project. The site is near Golden Empire Transit (GET) routes and community

amenities. Kern Medical and KernBHRS crisis resources are also nearby, and some crisis and emergency services are available 24 hours a day, seven days a week.

Housing Navigators will help tenants schedule appointments, arrange transportation, and coordinate required documentation. Services may be provided on-site, by telephone, through telehealth, or at off-site provider locations. Transportation options will include GET bus passes, Kern Transit where appropriate, managed care plan transportation, paratransit through Get-A-Lift for eligible riders, veteran transportation resources, taxis when appropriate, and CAPK transportation for urgent or critical appointments when the tenant cannot reasonably access the service independently.

When a cultural, trauma-related, disability, mobility, or transportation barrier makes off-site access difficult, the Housing Navigator will work with providers to arrange on-site, telehealth, accessible transportation, or other reasonable service-delivery options.

7. CULTURAL AND LINGUISTIC COMPETENCY

Supportive services will be delivered in a culturally and linguistically competent manner for tenants of different races, ethnicities, sexual orientations, gender identities, gender expressions, disability statuses, and veteran experiences. CAPK will use interpreters, language-line services, video interpretation, document translation, and communication supports for tenants who are deaf, hard of hearing, blind, or have other sensory or communication barriers.

CAPK will link tenants to appropriate specialty resources, including English as a Second Language services, sign-language or other communication supports, culturally responsive behavioral health care, and gender-affirming or identity-affirming services when requested and available.

The Project is not designed to house families with children and will not provide family-based services as a core Project model. When individual tenants need parenting, childcare, family connection, or domestic-violence resources, CAPK will provide appropriate referrals.

8. SERVICES FOR WOMEN, LGBTQ+ TENANTS, AND TRAUMA SURVIVORS

CAPK will use trauma-informed and gender-responsive practices for tenants who identify as female, including access to female-identifying behavioral health providers when requested and available, domestic-violence resources, legal assistance, safety planning, and other services responsive to individual needs.

For LGBTQ+ tenants, CAPK will use affirming service practices and will provide or coordinate access to LGBTQ+-competent mental health care, legal assistance for issues such as name or gender-marker changes, gender-affirming health resources, and housing navigation that addresses discrimination. Staff training will address transgender and nonbinary inclusion, trauma-informed care, healthcare disparities, and discrimination in housing and services.

9. VETERAN-SPECIFIC SERVICE MODEL

CAPK's VSS program will coordinate veteran-specific services. VSS has provided supportive services to homeless veterans in Kern County since 2001, including VA Grant and Per Diem transitional housing, Supportive Services for Veteran Families homelessness-prevention and rapid-rehousing services, and on-site services at veteran-focused affordable housing developments.

Veterans will be connected, as appropriate, to the Bakersfield VA Community-Based Outpatient Clinic, Bakersfield Vet Center, VA benefits, HUD-VASH, mental health and substance-use treatment, PTSD and Military Sexual Trauma services, employment and education resources, legal assistance, transportation, and other veteran-specific supports. For veterans who are not eligible for VA health care, CAPK will coordinate comparable community-based services.

Veteran-serving staff will receive or maintain training in military culture, PTSD, Military Sexual Trauma, VA systems, and Mental Health First Aid or comparable evidence-based training. CAPK will continue to use VA and community partner training resources as appropriate.

10. TENANT ENGAGEMENT, GOVERNANCE, AND COMMUNITY BUILDING

CAPK will complete a Needs Assessment with each tenant to identify tenant-defined goals and barriers to housing stability. Housing Navigators will meet with tenants regularly to review progress and priorities. When a tenant is having difficulty meeting a goal, staff will use motivational interviewing and crisis-intervention techniques to understand barriers and identify next steps.

Tenants will have opportunities to shape Project operations and services. Monthly resident forums, or more frequent forums when needed, will provide a place to identify concerns, service gaps, and possible solutions. Tenants will be invited to participate in discussions about operational matters such as site security and community activities.

A suggestion box will be available in a common area for anonymous feedback. CAPK will review suggestions and discuss appropriate items during resident forums. CAPK will also use satisfaction surveys and its Housing Engagement Survey to evaluate resident experience and inform program design.

CAPK will maintain an internal grievance procedure so tenants can formally dispute program decisions and seek resolution. Social activities, including community meals and veteran-support activities, will be used to promote connection, belonging, and community.

11. STAFFING AND STAFF QUALIFICATIONS

Position	FTE	Location	Minimum Preparation / Role
Housing Navigator	1.0 FTE	On-site	At least a high school diploma; Associate's degree in social services or related field preferred; experience with unsheltered populations and/or lived experience; case-management experience; knowledge of Kern County health, social-service, housing, and health-related resources.
Housing Services Program Manager	1.0 FTE	On-site	Bachelor's degree in social work, psychology, public administration, or related field; at least three years of progressively responsible homeless/housing or related experience; at least one year of supervisory/management experience; program development, implementation, and evaluation experience; experience with homelessness, behavioral health, justice involvement, or relevant lived experience.

The submitted staffing plan identifies a total of 2.0 FTE supportive-service positions for the Homekey+ units. CAPK will maintain staffing sufficient to meet applicable Homekey+ case-management ratios for the populations actually served.

Population	Units	Staff	Submitted Ratio	Homekey+ Maximum
Chronically Homeless	2	2	1.0:1	Maximum 20:1
Homeless	9	2	4.5:1	Maximum 25:1
At Risk of Homelessness	4	2	2.0:1	Maximum 40:1
Veterans – Chronically Homeless	2	2	1.0:1	Maximum 20:1
Veterans – Homeless	9	2	4.5:1	Maximum 25:1
Veterans – At Risk of Homelessness	4	2	2.0:1	Maximum 40:1

12. STAFF TRAINING

CAPK will use an ongoing training program to support culturally competent, trauma-informed, safe, and effective service delivery. The submitted plan anticipates regular training through the local Continuum of Care and other resources, including approximately 4–6 hours of monthly training opportunities, supplemented by periodic formal trainings, onboarding, refreshers, and partner-led sessions.

Training topics will include cultural humility and cultural formation; implicit bias; LGBTQ+ competency; disability and sensory-access accommodations; veteran culture; PTSD and Military

Sexual Trauma; trauma-informed care; de-escalation; motivational interviewing; client rights and governance; resident feedback and co-design; emergency response; active-shooter awareness; conflict prevention; and emotional regulation in high-stress situations.

CAPK will use resources such as the Corporation for Supportive Housing Training Center, Continuum of Care trainings, Mental Health First Aid, partner-agency trainings, live workshops, online modules, and internal peer learning. Training participation will be documented in staff files. Training costs, including staff time, facilitators, materials, and online resources, are included in the supportive-services budget.

13. PROPERTY MANAGEMENT AND SUPPORTIVE SERVICES COORDINATION

Property management and supportive-services staff will coordinate closely while protecting tenant confidentiality. The approved Property Management Plan and tenant-selection policies address the following areas:

- Applicant eligibility and screening standards.
- Confidentiality.
- Substance-use policy.
- Communication between property management and supportive-services staff.
- Eviction policies and eviction-prevention procedures.
- Assistance with cash and non-cash benefits that support housing retention.
- Reasonable-accommodation requests and coordination with outside entities such as housing authorities.
- Voluntary Moving On strategies.
- Appeal and grievance procedures.
- Payment of rent during periods of hospitalization.
- Resolution of complaints from tenants or on behalf of tenants.
- Best practices including critical time intervention, trauma-informed care, de-escalation, motivational interviewing, peer support, case conferencing, and culturally competent care.

Youth-specific Positive Youth Development requirements are not applicable because the submitted plan does not include Youth Assisted Units.

14. SAFETY AND SECURITY

CAPK will maintain an Emergency Plan and orient tenants to emergency procedures, equipment, alarms, exits, service-request procedures, and methods for reporting safety or maintenance concerns. Emergency contact information and evacuation information will be made available to residents and staff.

The submitted plan includes fencing around the property, controlled gate-card entry, security cameras, lighting at common areas and unit entry points, deadbolt locks, controlled visitor access, and placement of the community room, offices, and manager's unit near the entry area. CAPK will conduct regular unit and site checks, including checks of smoke and carbon-monoxide detectors, lighting, fire extinguishers, emergency postings, and accessible exits.

Staff will receive safety and de-escalation training, including awareness of surroundings, reporting safety risks, emergency response, active-shooter awareness, nonverbal and verbal de-escalation, conflict prevention, and emotional regulation.

15. MEASURABLE OUTCOMES AND EVALUATION

Outcome Category	Objective	Evaluation Approach
Residential Stability	Tenants will maintain affordable permanent housing.	Track housing stability/tenure, evictions, move-outs, reasons for exits, and housing-retention activity. The submitted plan anticipates establishing a housing-stability objective and an annual eviction benchmark.

Outcome Category	Objective	Evaluation Approach
Increased Skills and/or Income	Tenants will obtain eligible benefits and supports that help them maintain housing and manage finances.	Track benefit applications and approvals, types of benefits obtained, employment/education participation where applicable, and the effect of income or benefits on housing stability.
Greater Self-Determination	Tenants will strengthen independent-living skills, use community resources, and connect to health and wellness services.	Track independent-living skills, use of community resources, service connections, and ability to communicate with landlords, utilities, and other housing supports.
Health Outcomes	Tenants will improve long-term health and reduce avoidable use of high-cost health services.	Track emergency-room use, inpatient hospital stays, connection to a primary-care provider, and engagement with appropriate health and behavioral-health services, to the extent data are available and may lawfully be collected.

CAPK will use case-management records, HMIS where applicable, tenant surveys, service-referral information, benefit information, housing records, and other available program data to evaluate outcomes. Service monitoring will be integrated into case management and case conferencing. CAPK will use findings to identify service gaps and adjust program delivery.

16. RECORDKEEPING AND REPORTING

CAPK will maintain documentation supporting tenant eligibility, service delivery, staffing, training, referrals, supportive-service expenditures, property-management coordination, and applicable HMIS reporting. Records will be maintained consistent with confidentiality, privacy, funding, and record-retention requirements.

After Project operations begin, CAPK will provide the City with quarterly information on occupancy, supportive services, staffing, HMIS/compliance status, operating expenditures, significant operating or service issues, corrective actions, and any City action needed. CAPK will also provide information needed for the City's required Homekey+ annual status/compliance and fiscal expenditure reporting and will promptly identify material changes that could affect the approved Project.

17. RELATIONSHIP TO THE HCD-SUBMITTED PLAN

This Exhibit is an organized restatement of the substantive commitments contained in the Project-specific Supportive Services Plan submitted with the Homekey+ application. It is intended to make the plan easier for CAPK, the City, and Project partners to review and administer without changing the underlying service model. The HCD-submitted Supportive Services Plan, Property Management Plan, Homekey+ Standard Agreement, and any HCD-approved amendments remain controlling Project compliance documents where they impose additional or more specific requirements.

EXHIBIT E
PAYMENT AND REIMBURSEMENT PROCEDURES
Ramkabir Permanent Supportive Housing Project

1. OVERVIEW

- 1.1** This Exhibit establishes the procedures by which CITY will disburse Homekey+ funds and the HHAP-5 Permanent Supportive Housing Operating Subsidy identified herein to DEVELOPER for the Project. Homekey+ capital funds for construction shall be disbursed on a milestone basis in accordance with Sections 3 through 6. Homekey+ operating funds shall be reimbursed in accordance with Sections 7 and 8.
- 1.2** Predevelopment and other costs funded under separate agreements between CITY and DEVELOPER, including HHAP-4 predevelopment agreements, shall continue to be administered under those agreements and are not disbursed under this Exhibit.
- 1.3** Total disbursements under this Agreement shall not exceed the amounts stated in the Agreement. All CITY obligations under this Agreement are subject to CITY's receipt of Homekey+ funds from the California Department of Housing and Community Development ("HCD") and appropriation of those funds by the City Council.
- 1.4** Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, rules, regulations, the Homekey+ Program requirements, or this Agreement.

2. DEFINITIONS AND GENERAL PAYMENT REQUEST REQUIREMENTS

- 2.1** "Payment Request" means CITY's Payment Request form, executed by DEVELOPER's authorized representative and accompanied by the documentation required under this Exhibit for the applicable construction Milestone or operating reimbursement period.
- 2.2** "Construction Contract" means the contract between DEVELOPER and the general contractor selected through DEVELOPER's competitive procurement process for construction of the Project.
- 2.3** "Percent Complete" means the percentage of construction work completed as certified by the Project Architect on the Contractor's Application and Certificate for Payment, consistent with the Project Schedule in Exhibit C.
- 2.4** DEVELOPER may submit no more than one Payment Request per calendar month for construction and no more than one Payment Request per calendar month for operating reimbursement, unless CITY approves otherwise in writing. Construction and operating costs shall not be combined on the same Payment Request.
- 2.5** Each Payment Request shall identify the Agreement number, Purchase Order number (if applicable), sequential Payment Request and invoice numbers, date, funding source, amount requested, and a brief description of the costs or milestone for which payment is requested. The request shall be signed and dated by DEVELOPER's authorized representative.
- 2.6** Payment Requests shall be submitted to: City of Bakersfield – Community Development Division, Attn: Homekey+, City Hall North, 1600 Truxtun Avenue, 3rd Floor, Bakersfield, California 93301, or through another submission method designated by CITY in writing.

3. CONSTRUCTION — MILESTONE DISBURSEMENT SCHEDULE

3.1 CITY shall disburse Homekey+ capital funds in the amount of \$10,600,000 to DEVELOPER through milestone-based advances in accordance with the schedule below. Upon achievement of each Milestone and submission of the documentation required under this Exhibit, CITY shall advance the applicable Milestone amount to DEVELOPER for payment of eligible Project costs. Funds advanced by CITY shall remain restricted Project funds and may be used only for eligible Project costs in accordance with the Agreement, the approved Development Budget, and applicable Homekey+ Program Requirements.

Milestone	Trigger	Percent of Capital Award	Disbursement Amount	Target Date (Exhibit C)
Milestone 1	Award and execution of the Construction Contract	10%	\$1,060,000	October 2026
Milestone 2	25% of construction complete	25%	\$2,650,000	December 2026
Milestone 3	50% of construction complete	25%	\$2,650,000	March 2027
Milestone 4	75% of construction complete	20%	\$2,120,000	June 2027
Milestone 5	Substantial Completion, evidenced by issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy	15%	\$1,590,000	August 2027
Milestone 6	Final Completion and submittal of Project closeout documentation	5%	\$530,000	September 2027
	TOTAL	100%	\$10,600,000	

3.2 Expenditure Verification. Following each milestone advance, DEVELOPER shall maintain documentation demonstrating the eligible use of the funds advanced by CITY. With the next construction Payment Request, DEVELOPER shall provide documentation accounting for the prior advance, including applicable contractor pay applications, invoices, proof of payment, change order documentation, and other supporting records required under this Exhibit. Documentation previously provided to and accepted by CITY need not be resubmitted.

Except for the initial milestone advance, CITY may condition each subsequent milestone advance on DEVELOPER's satisfactory accounting for the prior advance. Any portion of a prior advance that has not yet been expended may remain available for eligible Project costs and shall be identified in the subsequent Payment Request. CITY may reduce or withhold a subsequent advance to the extent necessary to prevent the amount of unexpended advances from exceeding reasonably anticipated eligible Project costs.

3.3 Ineligible or Unsupported Costs. If CITY determines that any advanced funds were used for an ineligible, unsupported, duplicate, or otherwise disallowed cost, DEVELOPER shall, at CITY's direction, repay the applicable amount to CITY or apply an approved adjustment against a subsequent disbursement, consistent with the Agreement and applicable funding requirements.

3.4 If the amount of the Construction Contract as awarded differs materially from the Development Budget in Exhibit C, the parties may adjust the Milestone amounts by written agreement without amending this Agreement, provided the total Homekey+ capital

disbursement does not exceed \$10,600,000 and the adjustment is otherwise permitted by the Agreement and Homekey+ requirements.

- 3.5** More than one Milestone may be included in a single monthly construction Payment Request if each included Milestone has been achieved and all required documentation is submitted.

4. CONSTRUCTION — DOCUMENTATION REQUIRED

- 4.1** Each construction Payment Request shall be accompanied by the documentation identified below for the applicable Milestone:

Milestone	Required Documentation
Milestone 1 – Construction Contract award	Executed Construction Contract; evidence of DEVELOPER governing body approval; contractor payment and performance bonds; contractor insurance certificates; notice to proceed; updated Project Schedule and Development Budget.
Milestones 2–4 – 25%, 50%, 75% complete	Contractor's Application and Certificate for Payment on AIA Document G702 with Continuation Sheet G703, certified by the Project Architect and approved by DEVELOPER, showing the applicable Percent Complete; monthly progress report; updated Project Schedule and Development Budget; prevailing wage compliance documentation; change order documentation, if any.
Milestone 5 – Substantial Completion	Certificate of Occupancy or Temporary Certificate of Occupancy issued by the City of Bakersfield Building Department; Architect-certified Application for Payment; punch list status.
Milestone 6 – Final Completion and closeout	Final Application for Payment; unconditional waivers and releases from the contractor and its subcontractors and suppliers; record drawings; warranties; operation and maintenance manuals; final Development Budget; closeout documentation required under Exhibit C.

- 4.2** Documentation previously provided to and accepted by CITY may be identified as already on file and need not be resubmitted unless CITY requests an updated copy.
- 4.3** All contractor and subcontractor costs included in a construction Payment Request must be reflected in the approved Development Budget and must be eligible under the Homekey+ Program and this Agreement.

5. CONSTRUCTION — ARCHITECT CERTIFICATION AND PROOF OF PAYMENT

- 5.1** Architect certification. For Milestones 2 through 6, the Project Architect's certification of the Contractor's Application and Certificate for Payment, together with DEVELOPER's approval of that Application, shall constitute documentation of the work completed and the amount payable. For construction milestone disbursements, CITY shall not require proof that DEVELOPER has already paid the contractor as a condition of the current Milestone payment.
- 5.2** Prior Advance Documentation. With each construction Payment Request after the initial advance, DEVELOPER shall provide documentation accounting for expenditures from the prior advance, including proof of payment as applicable. Proof of payment may consist of an issued or cancelled check, ACH or wire transfer confirmation, applicable waiver or release, or other documentation accepted by CITY.
- 5.3** Final proof of payment. With the Payment Request for Milestone 6, DEVELOPER shall submit proof of payment for all amounts not previously documented, together with final unconditional waivers and releases from the contractor and its subcontractors and suppliers.
- 5.4** Retention. Retention shall be administered in accordance with the Construction Contract and Applicable Laws. CITY shall not be required to disburse amounts attributable to retention until such amounts are due and payable by DEVELOPER and all applicable conditions for release have been satisfied.

6. CITY REVIEW AND PAYMENT — CONSTRUCTION

- 6.1** Payment of a construction Payment Request shall be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed request. All Payment Requests must be approved by CITY.
- 6.2** CITY shall pay each complete and undisputed construction Payment Request within thirty (30) days after receipt, subject to CITY's receipt and availability of applicable Homekey+ funds and all requirements of this Agreement.
- 6.3** If CITY disputes all or any portion of a Payment Request, CITY shall issue an Invoice Dispute Notification identifying the disputed item(s) and documentation required to resolve the dispute. CITY may withhold the disputed amount until the dispute is resolved and a corrected or adequately supported request is submitted. Undisputed amounts may be processed separately.
- 6.4** Payment may be made by check or, at DEVELOPER's request and subject to CITY procedures, by electronic funds transfer.

7. OPERATING FUNDS — REIMBURSEMENT PROCEDURES

- 7.1** Operating funds provided under this Agreement shall be administered according to the applicable funding source. HHAP-5 funds designated for the Project as Permanent Supportive Housing Operating Subsidy shall be administered in accordance with Section 7.2. Homekey+ operating funds, including the Veteran Units additional operating award, shall be disbursed on a reimbursement basis in accordance with Sections 7.3 through 7.6.

- 7.2** HHAP-5 Operating Subsidy. The HHAP-5 funds identified in Exhibit C shall be used for eligible Permanent Supportive Housing Operating Subsidy costs in accordance with this Agreement, applicable HHAP-5 requirements, and the HHAP-5 Standard Agreement. CITY may disburse some or all of the HHAP-5 Operating Subsidy to DEVELOPER as an advance for deposit into a restricted Project operating reserve, consistent with the approved Project operating budget and applicable funding requirements.

Funds advanced to the Project operating reserve shall remain restricted Project funds and shall be used solely for eligible Permanent Supportive Housing Operating Subsidy costs. DEVELOPER shall maintain records sufficient to identify the amount advanced, expenditures from the advanced funds, and the remaining balance. DEVELOPER shall report expenditures and the remaining balance as part of the quarterly operating reporting required under the Agreement and shall provide supporting documentation reasonably required by CITY for monitoring, reporting, and compliance.

Any unsupported, ineligible, duplicate, or otherwise disallowed expenditure shall be subject to the disallowance and repayment provisions of this Exhibit and the Agreement. Any HHAP-5 funds not advanced to the Project operating reserve shall be disbursed in accordance with the approved Project operating budget and applicable funding requirements.

- 7.3** Homekey+ Operating Funds. Homekey+ operating funds, including the Veteran Units additional operating award, shall be disbursed to DEVELOPER following Project occupancy on a schedule established by the parties consistent with the Homekey+ Program and the applicable approved annual operating budget required under Exhibit C.
- 7.4** Homekey+ operating funds are reimbursement-based. DEVELOPER shall provide for payment of its operating costs and all costs connected with operation of the facility on a timely basis.

Except as otherwise approved by CITY in writing, DEVELOPER shall provide proof of payment for each operating expense submitted for reimbursement.

- 7.5** Each Homekey+ operating Payment Request shall cover one calendar month and shall be submitted no more than once per month. The minimum Payment Request shall be \$500.00, except for the final funding draw or as otherwise approved by CITY.
- 7.6** Requests for reimbursement of Homekey+ operating funds shall be supported by documentation of eligible operating and supportive services expenditures for the applicable period, consistent with the applicable approved annual operating budget and Homekey+ Program Requirements.

8. HOMEKEY+ OPERATING INVOICE PACKAGE REQUIREMENTS

- 8.1** Each Homekey+ operating reimbursement invoice package shall include a completed DEVELOPER Payment Request form and supporting invoices or other source documentation sufficient to establish the nature, amount, date, and eligibility of each cost.
- 8.2** Each invoice or supporting schedule shall include, as applicable: (a) the word "INVOICE" and a sequential invoice number; (b) the service provider or vendor name, business address, and telephone number; (c) DEVELOPER name and address; (d) invoice date and Agreement number; (e) subcontractor or subrecipient invoices, if applicable; (f) a brief description of work or services performed, including dates of performance; (g) the method of computing the amount due and itemization by applicable Agreement task or approved budget category; and (h) the total amount due.
- 8.3** Proof of payment shall accompany the operating Payment Request. Proof of payment may include an issued or cancelled check, ACH or wire transfer confirmation, credit card payment record, or other documentation accepted by CITY.
- 8.4** Payment of any operating invoice shall be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice package. Invoices that are not consistent with the approved format may be disputed. Payment will not be made on a disputed amount until the dispute is resolved and corrected or additional documentation is submitted. All invoices must be approved by CITY.
- 8.5** The final operating invoice shall be clearly marked "FINAL INVOICE" and submitted with all required supporting documentation within the time designated by the Agreement.
- 8.6** Expenditures from the HHAP-5 Permanent Supportive Housing Operating Subsidy shall be documented and reported in accordance with Section 7.2 and are not subject to the monthly reimbursement request procedures of this Section.

9. INELIGIBLE COSTS AND INFORMATION RESTRICTIONS

- 9.1** The following are not eligible for disbursement or reimbursement under this Agreement: late fees and penalties; gambling debts; debts of DEVELOPER board members; donations; Bingo, raffle, or other games-of-chance expenses; interest on borrowed funds unless expressly approved as an eligible Homekey+ cost; costs outside the approved Development Budget or operating budget without prior approval; costs disallowed under the Homekey+ Program; and any cost for which DEVELOPER has been or will be reimbursed from another source.
- 9.2** DEVELOPER shall not include identifying information about DEVELOPER employees or volunteers other than names. Social Security numbers, home addresses, and other unnecessary personal identifying information shall not be submitted.

10. BUDGET CLAUSE

10.1 The amount payable under this Exhibit will not exceed the amount stated in the Agreement. If funding for any fiscal year is reduced or deleted by HCD for purposes of the Program, CITY shall have the option to cancel or amend this Agreement as permitted by the Agreement. Updated budget information shall be provided at the request of CITY.

11. AUDIT AND DISALLOWANCES

11.1 DEVELOPER shall maintain records supporting all Project expenditures and shall make them available to CITY and HCD upon reasonable request.

11.2 DEVELOPER shall repay to CITY any Homekey+, HHAP, or other Project funds disbursed under this Exhibit that are determined on audit or review to be ineligible, unsupported, or disallowed, to the extent required under the Agreement and applicable funding requirements.

EXHIBIT F
Operations, Compliance, and Performance Report

REPORTING REQUIREMENTS

CAPK will provide the City with the reports identified in this Exhibit for the purpose of monitoring Project construction, expenditures, operations, and compliance with the Homekey+ Program and the Agreement. CAPK may use existing Project records, reports, schedules, financial records, HMIS data, and other documentation to complete these reports and will not be required to recreate information already provided to and accepted by the City.

Reporting requirements consist of: (1) Monthly Construction Status and Spending Reports during construction; (2) Annual Reporting following Project occupancy; (3) Fiscal Year Reporting; and (4) Quarterly Operations Reporting following Project occupancy. The City may request additional information reasonably necessary to complete required HCD reporting, respond to HCD inquiries, or verify compliance with the Agreement.

Report	When Required	CAPK Due Date / Frequency
Monthly Construction Status & Spending Report	Construction start through construction completion	Monthly
CAPK Annual Reporting Sheet	After Project occupancy and operations begin	February 15 for prior calendar year
CAPK Fiscal Year Reporting Sheet	For prior July 1-June 30 fiscal year	July 15
CAPK Quarterly Operations Report	After Project occupancy and operations begin	Quarterly

RAMKABIR HOMEKEY+ — MONTHLY CONSTRUCTION STATUS & SPENDING REPORT

CAPK shall submit this report monthly from construction start through construction completion. Use existing construction schedules, pay applications, and compliance records wherever possible.

1. REPORT INFORMATION

Reporting Month	Prepared By	Date Submitted to City	Project / Developer / Contractor
			Ramkabir Permanent Supportive Housing / CAPK / _____
Overall Status	Percent Construction Complete	Current Contract Completion Date	City Action Needed? / If Yes, Briefly Describe

2. CONSTRUCTION STATUS

Item	Status / Date	Brief Update	Issue / Risk	Corrective Action / Next Step	Responsible Party	Due Date	City Follow-Up
Work completed this month							
Work planned next month							
Upcoming Homekey+ milestone							
Schedule issue or delay?							
Change order / scope change that may affect Homekey+?							

3. MONTHLY SPENDING

Funding / Cost Item	Approved Budget	Prior Expenditures	This Month	Total Expended	Remaining	% Expended	Notes
Homekey+ Capital — Rehabilitation							
Other Homekey+ Capital Eligible Use, if applicable							
Other Project Funds							
TOTAL PROJECT COSTS REPORTED							
Homekey+ Operating Funds (if used before completion)							

4. PAYMENT & LABOR COMPLIANCE CHECK

Compliance Item	Response	Comments / Missing Item	CAPK Action	Due Date	City Follow-Up
Invoices / pay application for reported Homekey+ expenditures provided or already on file?					
Required prevailing wage / labor compliance documentation current and available?					
Any questioned, ineligible, disputed, or unresolved costs?					
Any liens, stop notices, claims, or contractor issues that could affect payment or schedule?					

5. MATERIAL ISSUES / HCD NOTIFICATION

Question	Response	Explanation	Potential HCD Impact	CAPK Next Step	City Next Step	Target Date	Resolved?
Could any issue affect a Homekey+ milestone deadline?							
Is a material change proposed to scope, cost, schedule, units, ownership, or other award terms?							
Does CAPK need a decision or action from the City this month?							

RAMKABIR HOMEKEY+ — CAPK ANNUAL REPORTING SHEET

CAPK completes this sheet only after the project is occupied and operational. The City will use it to complete HCD's Annual Homekey Program Status & Compliance Report. CAPK should use HMIS/property management records where available.

1. REPORT INFORMATION

Reporting Calendar Year	Prepared By	Date Submitted to City	Project / Organization	Reporting Deadlines
			Ramkabir Permanent Supportive Housing / CAPK	CAPK to City: February 15 City to HCD: March 31

2. COMPLIANCE CONFIRMATIONS

HCD Annual Report Item	CAPK Response	If No / Changed, Explain	Source / Record	HCD Mapping
Coordinated Entry used for tenant referrals?			CAPK / HMIS	Annual 2.1-A
Housing First used in property management and tenant selection?			CAPK policy/practice	Annual 2.1-B & Certification
Tenant information entered into HMIS?			HMIS	Annual 2.1-C
HMIS Grant ID			HMIS	Annual 2.1-D
HMIS Project ID			HMIS	Annual 2.1-E
Supportive services administered consistent with approved Supportive Services Plan?			CAPK services records	Annual Certification / 5.2 Q3

3. HMIS CONTACT — COMPLETE ONLY IF CHANGED OR NOT ALREADY PROVIDED

Item	CAPK Response	HCD Mapping	Notes
HMIS Coordinator Name		Annual 2.1-F	
HMIS Coordinator Organization		Annual 2.1-G	
HMIS Coordinator Email		Annual 2.1-H	
HMIS Coordinator Phone		Annual 2.1-I	

4. UNIT MIX & OCCUPANCY — REPORT CURRENT STATUS

Homekey Population / Restriction	Restricted Subpopulation	No. Units	Bedrooms	AMI %	Occupied — Matches Required Population	Occupied — Does Not Match	Explanation / Efforts if Mismatch

6. RACIAL / ETHNIC COMPOSITION OF PARTICIPANTS SERVED THIS YEAR

Participant Category	Total Served	Number With Disability(ies)	HCD Mapping
All Participants			Annual 4.2
White, Non-Hispanic/Non-Latino			Annual 4.2
White, Hispanic/Latino			Annual 4.2
Black/African American			Annual 4.2
Asian			Annual 4.2
American Indian or Alaska Native			Annual 4.2
Native Hawaiian/Other Pacific Islander			Annual 4.2
Multiracial			Annual 4.2
Race Unknown / Declined to State			Annual 4.2

7. ANNUAL NARRATIVE — SHORT RESPONSES ARE OK IF COMPLETE

Topic	Guidance	CAPK Response	HCD Mapping
Tenant outreach and selection	Describe how referrals, prioritization, and tenant selection are being conducted.		Annual 5.2 Q1
Turnover and exits	Describe current/anticipated turnover and the main reasons for exits.		Annual 5.2 Q2
Supportive services	Describe on-site/off-site services. Identify any change from the approved Supportive Services Plan.		Annual 5.2 Q3
Lessons learned / barriers	Identify major barriers to occupancy/operations and key lessons learned.		Annual 5.2 Q4
Success story	Optional brief project success story. Do not include personally identifying information.		Annual 5.2 Q5
Accessibility	Briefly describe how the project is accessible to persons with mobility, hearing, vision, physical, and sensory disabilities.		Annual 4.1 Q2
Equity and inclusion	Briefly describe outreach and how the population served compares with the broader homeless population, including any disparities identified.		Annual 4.1 Q1

8. ANNUAL PROPERTY, OPERATIONS & FINANCIAL COMPLIANCE

Complete the following annual confirmations. If any item is marked No or Not Applicable, provide a brief explanation and identify any corrective action underway.

Annual Compliance Item	Response	Explanation / Corrective Action
Project remained operational and used for its approved permanent supportive housing purpose.	Yes ☐ No ☐ N/A ☐	
Qualified property management was maintained.	Yes ☐ No ☐ N/A ☐	
Required insurance coverage was maintained.	Yes ☐ No ☐ N/A ☐	
Required operating and replacement reserves were maintained.	Yes ☐ No ☐ N/A ☐	
Property was maintained in a safe, sanitary, functional, and habitable condition.	Yes ☐ No ☐ N/A ☐	
Required annual property condition / habitability assessment was completed.	Yes ☐ No ☐ N/A ☐	
Required emergency and security procedures remained in place.	Yes ☐ No ☐ N/A ☐	
Any material regulatory, affordability, occupancy, accessibility, code, casualty, or deferred-maintenance issue was disclosed to the City.	Yes ☐ No ☐ N/A ☐	
Any default, notice, audit, monitoring finding, or corrective action affecting the Project was disclosed to the City.	Yes ☐ No ☐ N/A ☐	

9. ANNUAL FINANCIAL CONDITION

Financial Measure	Annual / Year-End Amount	Explanation if Material Variance or Shortfall
Actual Operating Revenue	\$ _____	
Actual Operating Expenses	\$ _____	
Replacement Reserve Balance at Year End	\$ _____	
Other Required Reserve Balance(s) at Year End	\$ _____	
Material Operating Deficit / Funding Shortfall	None ☐ See Explanation ☐	

10. ANNUAL REQUIRED ATTACHMENTS

Attach the following, as applicable. Documents already provided to and accepted by the City may be identified as already on file unless an updated copy is requested.

Required Attachment	Attached / Already on File / N/A	Notes
Annual operating budget and/or year-end Project financial statement.		
Annual Property Condition and Habitability Self-Assessment.		
Current insurance certificates, if not already on file.		
Documentation of material changes to property management or supportive services.		
Corrective action plan or documentation resolving monitoring/audit findings, if applicable.		
Other supporting documentation requested by the City for Homekey+ reporting or compliance verification.		

11. ANNUAL CAPK CERTIFICATION

I certify, on behalf of CAPK, that the information provided in this Annual Reporting Sheet and its attachments is complete and accurate to the best of my knowledge and that CAPK has disclosed all material information known to it that may affect Project compliance with the Agreement or applicable funding requirements.

Authorized CAPK Representative	Title	Signature	Date

RAMKABIR HOMEKEY+ — CAPK FISCAL YEAR REPORTING SHEET

CAPK completes this sheet for the prior July 1–June 30 fiscal year. Submit supporting documentation for Homekey expenditures made during the reporting period. Do not resend records already provided to the City if the City confirms they are already on file.

1. REPORT INFORMATION

Fiscal Year / Reporting Period	Prepared By	Date Submitted to City	Project / Organization	Reporting Deadlines
			Ramkabir Permanent Supportive Housing / CAPK	CAPK to City: July 15 City to HCD: July 31

2. HOMEKEY+ EXPENDITURES

Eligible Use	HCD Approved Amount	Expended Before This FY	Expended This FY	Total Expended	Proof for This FY Provided?	Notes / Corrections	HCD Mapping
Rehabilitation							Fiscal 3
Gap Financing: Rehabilitation (if applicable)							Fiscal 3
Capitalized Operating Subsidy / Operating Award							Fiscal 3
Other HCD-approved eligible use (if applicable)							Fiscal 3
TOTAL							

3. CHANGES / AWARD STATUS — COMPLETE ONLY IF APPLICABLE

Question	Response	Amount / Detail	HCD Approval / Date	Notes	HCD Mapping
Any Homekey+ funds abated after Standard Agreement execution?					Fiscal 2
Any Homekey+ funds disencumbered after Standard Agreement execution?					Fiscal 2
Any changes to previously reported expenditure amounts?					Fiscal 3.2

4. OPERATING SOURCES — COMPLETE ONCE PROJECT IS OCCUPIED & OPERATIONAL

Operating Source	Amount This FY	Operating Source	Amount This FY	Operating Source	Amount This FY	Notes	HCD Mapping
Actual Rent Income		Tenant Assistance Payments		Continuum of Care Funds			Fiscal 4.1
Project-Based Vouchers — Value		Project-Based Vouchers — Number		Homekey+ Funds Used for Operations			Fiscal 4.1
Accrued Interest on Homekey Funds		Other Source 1		Other Source 2			Fiscal 4.1
Other Source 3		Other Source 4		Other Source 5			Fiscal 4.1

Operating Source	Amount This FY	Operating Source	Amount This FY	Operating Source	Amount This FY	Notes	HCD Mapping
Other Source 6		Other Source 7		Other Source 8			Fiscal 4.1
Other Source 9		Other Source 10					Fiscal 4.1
Gross Potential Rent		Vacancy Loss Rate					Fiscal 4.1
TOTAL OPERATING SOURCES							
If cash flow is positive or negative, briefly explain intended use / stabilization plan							Fiscal 4.3

5. OPERATING EXPENDITURES — SUMMARY BY HCD CATEGORY

Category	Homekey+ Funded	Non-Homekey Funded	Total	Backup Maintained?	Notes	HCD Mapping
Administrative Expenses						Fiscal 4.2
Utilities						Fiscal 4.2
Operating & Maintenance						Fiscal 4.2
Taxes & Insurance						Fiscal 4.2
Supportive Services						Fiscal 4.2
TOTAL COST OF OPERATIONS						Fiscal 4.2

6. CERTIFICATION TO CITY

CAPK certifies that the information provided is true, complete, and accurate to the best of its knowledge; Homekey+ expenditures reported are for eligible project purposes; and supporting records are maintained and available to the City/HCD upon request.

Authorized CAPK Representative	Title	Date	Supporting documentation for Homekey+ expenditures made this FY provided / already on file?

RAMKABIR HOMEKEY+ — CAPK QUARTERLY OPERATIONS REPORT

CAPK shall submit this brief report quarterly after the project becomes operational. The detailed annual and fiscal-year reports remain required. Information already provided through those reports may be incorporated by reference to avoid duplication.

1. REPORT INFORMATION

Quarter Ending	Prepared By	Date Submitted to City	Project / Operator
			Ramkabir Permanent Supportive Housing / CAPK
Overall Operations Status	City Action Needed?	If City Action Needed, Briefly Describe	

2. OCCUPANCY & SERVICES

Item	Current Quarter	Prior Quarter / YTD	Status	Brief Explanation if Issue	Corrective Action	Due Date	City Follow-Up
Occupied Homekey+ units							
Vacant Homekey+ units							
Units occupied by required target population							
Supportive services being provided consistent with approved plan?							
Coordinated Entry / tenant referral process operating as required?							
HMIS data current?							

3. OPERATING SPENDING

Operating Item	This Quarter — Homekey+	This Quarter — Other Funds	Quarter Total	Fiscal YTD Total	Status	Notes	City Follow-Up
Administrative Expenses							
Utilities							
Operating & Maintenance							
Taxes & Insurance							
Supportive Services							
TOTAL OPERATING COST							

Operating Item	This Quarter — Homekey+	This Quarter — Other Funds	Quarter Total	Fiscal YTD Total	Status	Notes	City Follow-Up
Homekey+ Operating Funds Remaining							

4. COMPLIANCE / OPERATING ISSUES

Question	Response	Brief Explanation	Corrective Action	Responsible Party	Due Date	City Action Needed?	City Follow-Up
Any significant occupancy or leasing issue?							
Any property management issue affecting operations?							
Any supportive services issue?							
Any HMIS / data quality issue?							
Any material change to operations, services, funding, ownership, unit mix, or target population?							
Any other Homekey+ compliance concern?							