

**SUBMITTAL TO THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 10.2  
(ID # 17845)

**MEETING DATE:**

Tuesday, January 11, 2022

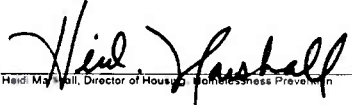
**FROM :** HOUSING AUTHORITY:

**SUBJECT:** HOUSING AUTHORITY: Approval of the Form of the Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments Contract for New Construction, Vista Sunrise II Apartments, Located in the City of Palm Springs, By and Between Vista Sunrise II, L.P. and the Housing Authority of the County of Riverside; District 4. [\$0]

**RECOMMENDED MOTION:** That the Board of Commissioners:

1. Approve the form of the attached Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments Contract for New Construction, Vista Sunrise II Development (AHAP Contract), located in the City of Palm Springs, by and between Vista Sunrise II, L.P. and the Housing Authority of the County of Riverside;
2. Approve the form of the Section 8 Project-Based Voucher Program Agreement to Enter Into Housing Assistance Payments Contract - New Construction or Rehabilitation Part 1 of HAP Contract (HAP Contract);
3. Approve the form of the Consent to Assignment of AHAP Contract and HAP Contract as Security for Financing (Consent to Assignment); and
4. Authorize the Executive Director of the Housing Authority of the County of Riverside, or designee, to execute a form of the attached AHAP Contract, a form of the attached HAP Contract, and a form of the attached Consent to Assignment, each substantially conforming in form and substance to the attached, subject to approval as to form by County Counsel; and to take all necessary steps to implement the AHAP Contract, HAP Contract, and the Consent to Assignment including, but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

**ACTION:Policy**

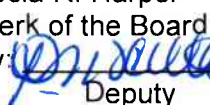
  
Heidi Marshall, Director of Housing, Homelessness Prevention 12/28/2021

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**MINUTES OF THE BOARD OF COMMISSIONERS**

On motion of Commissioner Jeffries, seconded by Commissioner Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 11, 2022  
xc: Housing Authority

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2021/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR) awarded The Coachella Valley Housing Coalition (Developer), a California nonprofit public benefit corporation, 35 Housing Choice Voucher Program (HCVP) Project-Based Vouchers (PBVs) for the proposed 61-unit multi-family affordable rental housing complex for low-income individuals known as Vista Sunrise II Apartments (Project). The proposed Project is located in the City of Palm Springs. Owner responded to two requests for proposals for projects released by HACR: one on July 20, 2020 applying for an allocation of funding through the California Department of Housing and Community Development's No Place like Home program (NPLH), and one on April 9, 2021. The Developer has formed a limited partnership known as Vista Sunrise II, L.P., a California Limited Partnership (Owner), for the purposes of developing and financing the proposed Project. The 35 PBVs are comprised of 29 PBVs for NPLH units for individuals who are at risk of homelessness, homeless or chronically homeless and six PBVs for participants who are a part of the HACR Section 8 HCVP wait list at or below 30% of the Area Median Income. Supportive Services and referrals will be provided by the Riverside University Health System-Behavioral Health and will include case management and referrals based on each tenant's needs for the 29 PBVs tied to NPLH. The HACR will enter into an Agreement to Enter into a Housing Assistance Payments (AHAP) Contract with Developer, subject to approval by the HACR's Board of Commissioners.

The Project will be located at the Southwest corner of Vista Chino and Sunrise Way in the City of Palm Springs on 1.14 acres of land identified as Assessor's Parcel Number 507-100-041. The proposed Project will consist of 61 units, with one two-bedroom unit set aside as a manager's unit that will not be income restricted; 48 studios; and 12 one-bedroom units. The studio units are approximately 400 square feet, one-bedroom units are approximately 635 square feet and the two-bedroom manager's unit is approximately 960 square foot. Amenities will include a community room containing a multipurpose educational space, a computer lab, offices for an onsite manager and case manager, a demonstration kitchen, and laundry facilities. Residents will enjoy access to a dog park that will be complemented with seating access for residents.

Pursuant to the National Environmental Policy Act (NEPA), on December 15, 2020 (Minute Order 3.17), the Board of Supervisors adopted the Environmental Assessment prepared by the County of Riverside Housing and Workforce Solutions (HWS) (previously known as Housing,

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Homelessness Prevention and Workforce Solutions (HHPWS)) as the Responsible Entity that found that the proposed Project would not have a significant effect on the environment.

**Impact on Residents and Businesses**

The Section 8 PBVs attached to this proposed Project will provide a positive impact on the residents who will live in the Project because it provides stable and crucial housing. Temporary jobs will be created during the construction phase of the Project and some permanent jobs will also be created for operation of the Project.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No impact upon the County's General Fund. The HACR's contribution to the Project includes Housing Choice Voucher Program (HCVP or Section 8) Project-Based Vouchers which are fully funded by the United States Department of Housing and Urban Development.

**Attachments:**

- Forms of AHAP and HAP Contracts, including all exhibits
- Form of the Consent to Assignment of AHAP and HAP Contracts

  
Brianna Lontajo, Principal Management Analyst

1/4/2022

  
Gregory H. Priarios, Director County Counsel

12/29/2021

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**AGREEMENT TO ENTER INTO A  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**NEW CONSTRUCTION OR REHABILITATION**

**PART I**

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

**Privacy Act Statement.** HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**1.1 Parties**

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is between:

Housing Authority of the County of Riverside ("PHA") and  
Vista Sunrise II, L.P. ("owner").

**1.2 Purpose**

The owner agrees to develop the Housing Assistance Payments Contract ("HAP Contract") units to in accordance with Exhibit B and to comply with Housing Quality Standards ("HQS"), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

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**Previous Editions are obsolete**

**Agreement to Enter into a PBV HAP Contract  
HUD 52531A, Part 1 of 2  
(07/2019)  
Page 1 of 17**

**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

JAN 11 2022 10.2

### 1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

**EXHIBIT A:** The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

**EXHIBIT B:** Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

**EXHIBIT C:** Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.

- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

**1.4 Significant Dates**

- A. **Effective Date of the Agreement:** The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

**Single-stage project**

- i. **Effective Date for all contract units:** 02/07/2022
- ii. **Date of Commencement of the Work:** The date for commencement of work is not later than 02/07/2022 calendar days after the effective date of this Agreement.
- iii. **Time for Completion of Work:** The date for completion of the work is not later than 07/01/2024 calendar days after the effective date of this Agreement.

**Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK


**1.5 Nature of the Work**

- This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.
- This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

**1.6 Schedule of Completion**

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in paragraph (d). In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in paragraph (d). Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in paragraph (d).
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

**1.7 Changes in Work**

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

### 1.8 Work completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
  - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
  - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
  - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
    - A certificate of occupancy or other evidence that the contract units comply with local requirements.
    - An architect's or developer's certification that the housing complies with:
      - the HQS;
      - State, local, or other building codes;
      - Zoning;
      - The rehabilitation work write-up for rehabilitated housing;



The work description for newly constructed housing; or

Any additional design or quality requirements pursuant to this Agreement.

### **1.9 Inspection and Acceptance by the PHA of Completed Contract Units**

- A. **Completion of Contract Units:** Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
  - 1. Review all evidence of completion submitted by owner.
  - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. **Non-Acceptance:** If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. **Acceptance:** If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

### **1.10 Acceptance where defects or deficiencies are reported:**

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. **Completion in Stages:** Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

### **1.11. Execution of HAP Contract**

- A. **Time and Execution:** Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. **Completion in Stages:** Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. **Form of Contract:** The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. **Survival of owner Obligations:** Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

### **1.12 Initial determination of rents**

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

### **1.13 Uniform Relocation Act**

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.

- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

#### **1.14 Protection of In-Place Families**

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

#### **1.15 Termination of Agreement and Contract**

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

#### **1.16 Rights of HUD if PHA Defaults Under Agreement**

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under this Agreement, HUD may assume the PHA’s rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

## **1.17 Owner Default and PHA Remedies**

### **A. Owner Default**

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
  - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

### **B. PHA Remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

## 1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.

D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to

enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.

- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

### **1.19 PHA-Owned Units**

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

### **1.20 Conflict of Interest**

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
  - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
  - 2. HUD may waive this provision for good cause.

- B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

### **1.21 Interest of Member or Delegate to Congress**

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement of HAP contract.

## 1.22 Transfer of the Agreement, HAP Contract, or Property

### A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

### B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

### C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

## 1.23 Exclusion from Federal Programs

### A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

### B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

## **1.24 Lobbying Certifications**

- A. The owner certifies, to the best of the owner's knowledge and belief, that:
  1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

## **1.25 Subsidy Layering**

### **A. Owner Disclosure**

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.



B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

**1.26 Prohibition of Discrimination**

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
  2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;
  3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
  4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
  5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
  6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*;
  7. 24 CFR part 8;
  8. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;

9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
  10. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
  11. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
  12. HUD’s Equal Access Rule at 24 CFR 5.105. [OGC-Nonconcurrency: This section failed to reference protections with respect to actual or perceived sexual orientation, gender identity, or marital status in accordance with HUD’s Equal Access Rule at 24 CFR 5.105(a). Revising as indicated above is sufficient to resolve this concern.
- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

### **1.27 Owner Duty to Provide Information and Access to HUD and PHA**

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

### **1.28 Notices and Owner Certifications**

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.

- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

### 1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

### 1.30 Applicability of Part II Provisions — Check All that Apply

- Training, Employment, and Contracting Opportunities  
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- Equal Employment Opportunity  
Section 2.2 applies only to construction contracts of more than \$10,000.
- Labor Standards Requirements  
Sections 2.4, 2.8, and 2.10 apply only when this Agreement covers nine or more units.
- Flood Insurance  
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

**EXECUTION OF THE AGREEMENT**

FORM APPROVED COUNTY COUNSEL  
BY: APR 12/28/2021  
AMRIT P. DHILLON DATE

<b>PUBLIC HOUSING AGENCY (PHA)</b> Name of PHA (Print)  Housing Authority of the County of Riverside
By: Signature of authorized representative
Carrie Harmon, Deputy Executive Director
Name and official title (Print)
Date
<b>OWNER See attached signature block</b> Name of Owner (Print)  Vista Sunrise II, L.P.
By: Signature of authorized representative
Signature page for LP attached
Name and official title (Print)
Date

**FORM**

Vista Sunrise II, L.P.,  
a California limited partnership

By: CVHC Sunrise Vista LLC,  
a California limited liability company,  
its managing general partner

By: Coachella Valley Housing Coalition,  
a California nonprofit public benefit corporation,  
its sole/member/manager

By: \_\_\_\_\_  
Pedro S.G. Rodriguez,  
Interim Executive Director/CFO

By: Sunrise DAP LLC,  
a California limited liability company,  
its administrative general partner

By: Desert AIDS Project,  
a California nonprofit public benefit corporation,  
its sole/member/manager

By: \_\_\_\_\_  
David Brinkman,  
Chief Executive Officer

# **Exhibit A**

Approved PBV Proposal



# HOUSING AUTHORITY of the County of Riverside

*Main Office*  
5555 Arlington Avenue  
Riverside, CA 92504-2506  
(951) 351-0700  
FAX (951) 354-6324  
TDD (951) 351-9844

October 28, 2021

Maryann Ybarra, Multi-Family Director  
Coachella Valley Housing Coalition  
45-701 Monroe Street Suite G  
Indio, CA 92201

*Indio Office*  
44-199 Monroe, Ste. B  
Indio, CA 92201  
(760) 863-2828  
(760) 863-2838 FAX  
TDD (760) 863-2830

**Website: [harivco.org](http://harivco.org)**

RE: Vista Sunrise II

Dear Ms. Ybarra:

The Housing Authority of the County of Riverside (HACR) is pleased to inform you that the above referenced project proposal was selected to receive thirty-five (35) Project Based Vouchers. Pursuant to the two Request for Proposals released by the HACR on July 20, 2020 and April 9, 2021. The HACR is reserving funding for thirty-five (35) project-based vouchers for a twenty (20) year contract term consisting of the following: 24 studio units and 11 1-bedroom units. Thirty-one (31) project based vouchers will assist households at or below 30% of the Area Median Income(AMI) and four(4) will assist households at or below 40% AMI. The owner of the above referenced project will be responsible for paying all utilities.

**Term and Amount of Subsidy:**

Bedroom Size	Units	Subsidy/unit	Monthly	Months/year	Annual	Term Years	AHAP Term 20 Years
Studios	24	\$ 1,050.00	\$ 25,200.00	12	\$ 302,400.00	20	\$ 6,048,000.00
1-Bedroom	11	\$ 1,216.00	\$ 13,376.00	12	\$ 160,512.00	20	\$ 3,210,240.00
				<b>Total Annual:</b>	<b>\$ 462,912.00</b>		
<b>Total:</b>	<b>35</b>						<b>\$ 9,258,240.00</b>

Final commitment of the Project Based Vouchers is subject to the following items:

- Receipt of a No Place Like Home funding allocation from the California Department of Housing and Community Development round 3 Competitive NOFA Allocation.
- Project's receipt of all necessary capital funding for the construction of the project, including but not limited to a tax credit allocation.
- Subsidy layering requirements as defined by the U.S. Department of Housing and Urban Development (HUD).
- National Environmental Policy Act Clearance.
- Approval of an Agreement to Enter into Housing Assistance Payments (AHAP) Contract by the HACR's Board of Commissioners.

This commitment is also contingent on continued funding from HUD. In the event of a budget decrease, HACR reserves the right to rescind the commitment up until the execution of an AHAP contract. This letter of commitment is valid for one year after the projects notification of a successful No Place Like

Home funding allocation from the Housing and Community Development round 3 Competitive NOFA.

If you have any questions, please feel free to contact Nicole Sanchez at (760) 863-2825 or via e-mail at [NiSanchez@rivco.org](mailto:NiSanchez@rivco.org)

Thank you,

A handwritten signature in black ink, appearing to read 'Michael Walsh', written over a horizontal line.

Michael Walsh  
Deputy Director  
Housing Authority of the County of Riverside



# **Exhibit B**

## Project Description

## **VISTA SUNRISE II APARTMENTS**

The Coachella Valley Housing Coalition (CVHC) is proposing to develop a 61-unit three-story special needs affordable housing development located at 1527 N. Sunrise Way Palm Springs, Riverside County, CA in one building. The development will house residents with chronic illnesses in need of affordable housing and those with chronic illnesses who are homeless or at-risk of homelessness.

### **Ownership Entity**

Vista Sunrise II, L.P. is the ownership entity of the Vista Sunrise II Apartments. Vista Sunrise II, L.P. is comprised of CVHC Sunrise Vista, LLC (with Coachella Valley Housing Coalition operating as the sole-member manager) and Sunrise DAP LLC (with Desert AIDS Project operating as the sole-member manager) both entities are co-general partners. Desert AIDS Project (DAP) is a local medical provider with a full-service healthcare clinic located north of the proposed Vista Sunrise II parcel. Coachella Valley Housing Coalition (CVHC) is the owner/developer of over forty low-income developments.

### **Site and Building Description**

Located to the south of the DAP healthcare facilities, the Vista Sunrise II development will be situated on roughly 1.14 acres of what is now vacant land which rectangular shaped in site plan view, elongated in the west-east direction and is relatively flat-lying.

The property is located in a fully developed urban area of Palm Springs, surrounded by a mixture of residential and commercial properties. The site has two bus routes approximately 250 feet from the development. Adjacent to the subject site to the north is the Palm Springs Family Care Center, the Morris & Lila Linsky Annex Food Depot, and the Desert AIDS Project office buildings with associated parking. Further north is Vista Chino road. Adjacent to the site to the west is a small stormwater detention basin. The Sunrise Business Medical Center and the Ranch Club apartments are located to the south of the site. Across Sunrise Way to the east and northeast is the Sagewood condo complex and the Stater Bros. shopping center, respectively. Approximately 500 feet to the northeast of the site at the southeast corner of Vista Chino and Sunrise Way is an Arco fueling station.

The apartment homes will consist of 60-units of affordable housing and one manager's unit. The building is International Style with a slight Art Deco influence with light wood framing construction. The construction type for the project is V-B, with a slab on grade foundation. The main exterior skin material is stucco. Metal is used for exterior corridor posts, decks, and guardrails. Interior courtyard decorative walls are finished with mosaic pattern ceramic tiles.

The development includes a total of forty-eight (48) studio units, twelve (12) one-bedroom units and 1 two-bedroom unit. A summary of square footage, size and number of units is specified below:

### **Unit Summary**

<b>Project Summary</b>		
<b>Type</b>	<b>SF</b>	<b>Quantity</b>
Zero-bedroom/One Bath (Studio)	390	3
	394	6
	396	2
	400	7
	405	3
	410	9
	416	3
	417	1
	422	1
	428	6
	458	4
	478	3
<b>Subtotal Units</b>		<b>48</b>
One-bedroom/One Bath	550	1
	554	1
	594	1
	616	2
	645	1
	665	1
	682	2
	690	1
	700	1
	726	1
<b>Subtotal Units</b>		<b>12</b>
Two-bedroom/One Bath	908	1
<b>Subtotal Units</b>		<b>1</b>
<b>TOTAL UNITS</b>		<b>61</b>

**Other Building Dimensions**

Community Building	Laundry	Elevators (2)	Terraces/Pavilion	Balcony Corridors, Stairs, &Util Rooms
1,358 SF	264 SF	126 SF	1,000 SF	8,893 SF

**Unit Amenities**

Each unit will have a energy star rated refrigerators with freezer and an a standard clean free-standing electric range.

**Community Amenities and Building Uses**

All residents will have access to the community room which will include a computer station, to be completed with laptop computers, educational software, and Internet access. The community room will be equipped with a demonstration kitchen where residents can participate in the presentation and demonstration of healthy food and/or the presentation and explanation of domestic healthy cooking recipes or techniques. The community room also provide access for resident social gatherings or meetings.

The residents will have access to Desert AIDS Project’s wealth of healthcare and educational services including, nearby access to on-site clinic and pharmacy, and access to social services and medical services such as case management, mental health, vocational, nutritional educational, and yoga, and legal counseling

The property is designed to offer an abundance of outdoor living and meeting opportunities such as an open courtyard, a rooftop viewing deck and various corridor balconies.

Formal outdoor recreation areas include just over 1 acre of greenspace for recreation and social gatherings, a dog park, and sitting areas. Ample space and free flowing paths provide opportunities for informal social interactions.

**Green Building Items**

The development will be designed to Green Point Rated (GPR) Building Standards and will include solar panels among the other five categories which are distinguished for GPR energy efficient. All units feature energy star rated refrigerators, stoves/ovens, heat/air conditioners, and blinds.

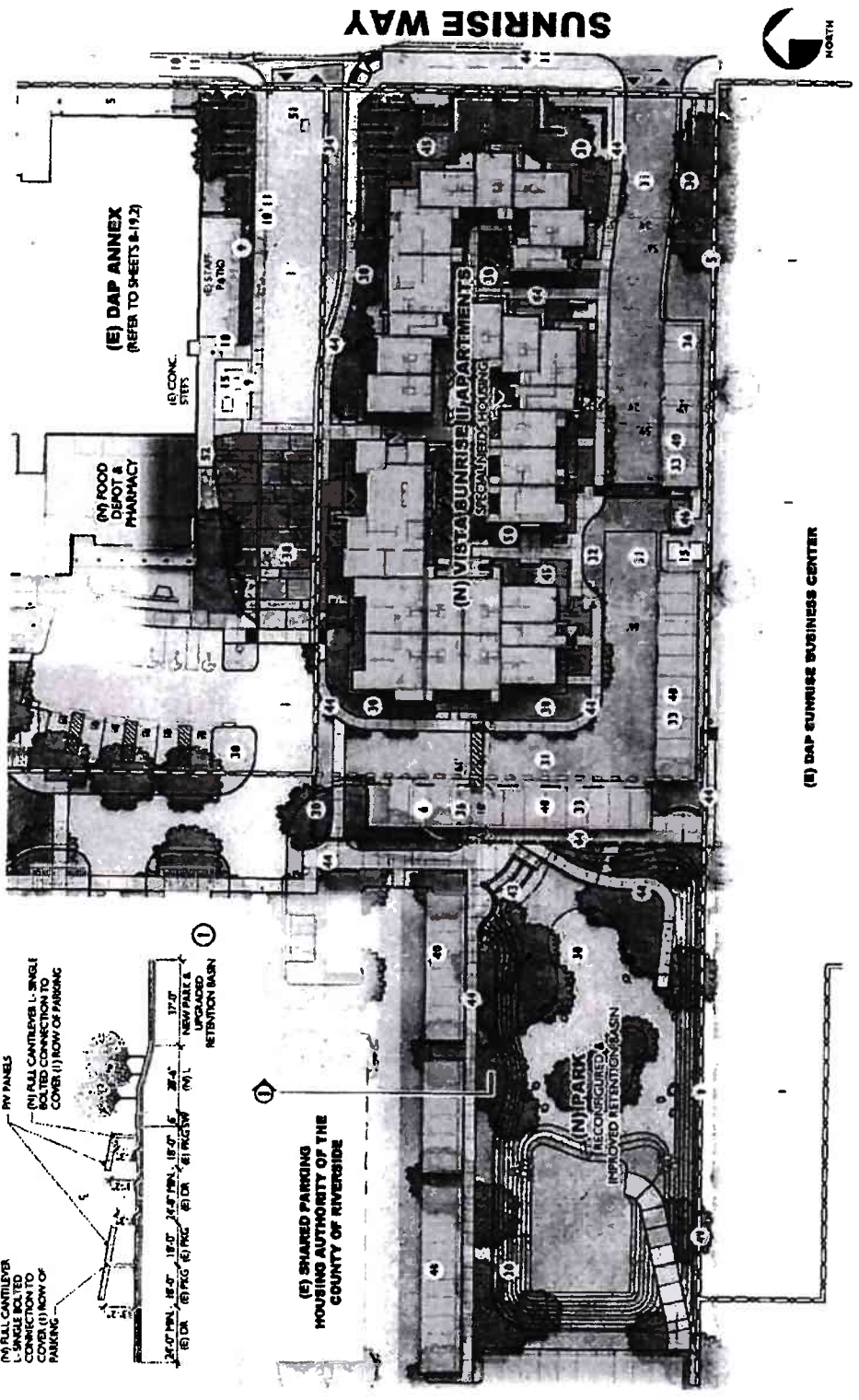
**Site features**

Elevators      Dog Park      Solar Panels      Covered Parking\*      Onsite Property Manager      Laundry Facilities

- LEGEND**
- (E) EXISTING TO REMAIN
  - (N) NEW
  - (E) PROPERTY LINE - PL
  - ▲▲ SITE ENTRY/EXIT
  - ▲▲ COMMON ACCESS (STAIRWAY & ELEVATOR)
- KEYNOTES**
- 1 DRIVEWAY
  - 2 LANDSCAPE
  - 3 PL TO BE APPENDED & (N) PROPOSED PL
  - 4 CHU STEWALL
  - 5 SIDEWALK/PATWALK
  - 6 CURB & GUTTER
  - 7 (N) TRANSPORTERS & BY GENERATOR
  - 8 LANDSCAPE
  - 9 DRIVEWAY & CURB
  - 10 PARALLEL PARKING
  - 11 BAY PARKING
  - 12 WIDENED DRIVEWAY APPROACH/LANE
  - 13 HANDICAP PARKING, STRIPING, & SIGNAGE
  - 14 DRIVEWAY WITH (N) DECORATIVE PATERS
  - 15 CARPORTS FOR SOLAR
  - 16 CONCRETE RAMP & STAIRS
  - 17 SIDEWALK/PATWALK
  - 18 DECORATIVE CAST-IRON TRAINING LOW WALL / BENCH
  - 19 TRASH ENCLOSURE
  - 20 CHU WALL
  - 21 MAILBOXES
  - 22 TRAFFIC LIGHT
  - 23 LOADING DOCK
  - 24 LANDSCAPE
  - 25 DRIVEWAY & CURB
  - 26 PARALLEL PARKING
  - 27 BAY PARKING
  - 28 WIDENED DRIVEWAY APPROACH/LANE
  - 29 HANDICAP PARKING, STRIPING, & SIGNAGE
  - 30 DRIVEWAY WITH (N) DECORATIVE PATERS
  - 31 CARPORTS FOR SOLAR
  - 32 CONCRETE RAMP & STAIRS
  - 33 SIDEWALK/PATWALK
  - 34 DECORATIVE CAST-IRON TRAINING LOW WALL / BENCH
  - 35 TRASH ENCLOSURE
  - 36 CHU WALL
  - 37 MAILBOXES
  - 38 TRAFFIC LIGHT
  - 39 LOADING DOCK

20 of 55

1/2017  
MAY 15, 2017



SITE PLAN

**COACHELLA VALLEY HOUSING COALITION**  
**VISTA SUNRISE II APARTMENTS at DAP CAMPUS**

1695 N. SUNRISE WAY, PALM SPRINGS, CA 92262

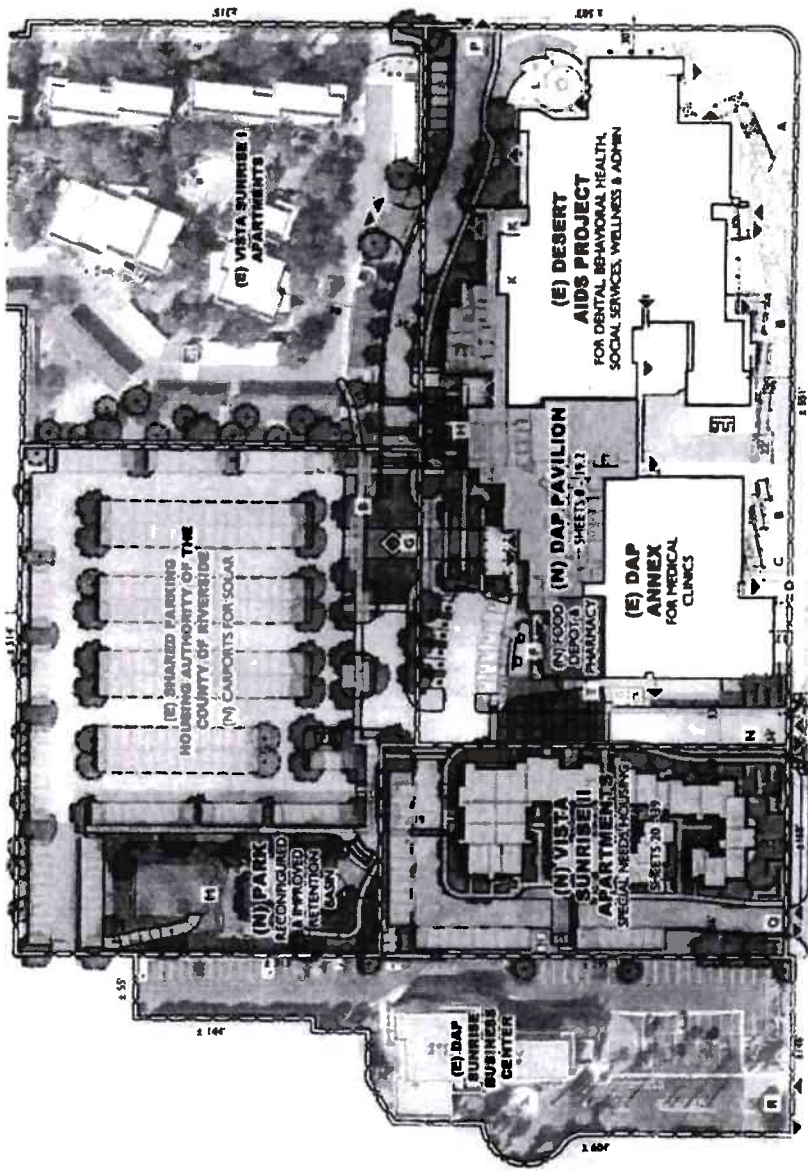
INTERACTIVE DESIGN CORPORATION  
 10001 CHOCOMA LANE, SUITE 100, PALM SPRINGS, CALIFORNIA  
 760-333-0090 info@interactivedesigncorp.com

**SITE PLAN**

SCALE: 1" = 40'-0"

**LEGEND**

- (E) EXISTING TO REMAIN
  - (N) NEW
  - PROPERTY LINE
  - ▲▲ SITE ENTRY / EXIT
  - ▲▲ BUILDING ENTRY / EXIT
  - ▼ BUILDING EXIT ONLY
- SITE AREAS**
- (A) MONUMENT SIGNAGE W/ RETAINING CONCRETE SITE WALL
  - (B) CANOPY SHADING STRUCTURES AT WALKWAYS TO BUILDINGS
  - (C) STANDING SEAM METAL HIGH ROOF TO REPAIR
  - (D) METAL LOW ROOF FOR UPGRADED ENTRANCE TO DAP ANNEX
  - (E) ADDITION W/ BASED PLAZA FOR FOOD DISTRIBUTION
  - (F) ANNUAL COURT / DROP-OFF
  - (G) CARE PLAZA
  - (H) GALLERY / HALLOWAY CONNECTION TO (E) CORRIDOR / HALLOWAY
  - (I) SEBENTY GARDEN
  - (J) RECONFIGURED & IMPROVED RETENTION BASIN AS PUBLIC PARK
  - (K) IMPROVED PROJECT ENTRY FROM SUNRISE WAY
  - (L) IMPROVED PROJECT ENTRY FROM VISTA CHINO NEW DRIVEWAY EXIT
  - (M) DRIVEWAY ENTRY / EXIT @ DAP SUNRISE BUSINESS CENTER
  - (N) TRAFFIC LIGHT
  - (O) LOADING DOCK



**SUNRISE WAY**

**DAP CAMPUS: SITE PLAN**  
**DESERT AIDS PROJECT CAMPUS EXPANSION**


INTERACTIVE DESIGN CORPORATION  
 170 SOUTH CHINO DRIVE, SUITE 100, CHINO, CA 91710  
 979.633.0999    8196007@INTERACTIVEID.COM



**INTERACTIVE DESIGN CORPORATION**

ARCHITECTURE  
TOWNSCAPE  
ENVIRONMENTAL ART

191 E. Olive Street  
Suite 100  
Pasadena, California 91105  
Tel: 626.792.9999  
www.interactivedesign.com



**PROJECT:**  
VISTA BLUNRISSE II  
APARTMENTS  
SPECIAL HOMEOWNERS  
UNIVERSITY  
PALM SPRINGS,  
CA 92262

**CLIENT:**  
COMCHIELLA  
VALLEY HOUSING  
CORPORATION  
48-243 MADRONA ST. SUITE 6  
PALM SPRINGS, CA 92262  
ARCHITECT: INTERACTIVE DESIGN CORPORATION  
TEL: 626.792.9999

**ARCHITECT:**  
Interactive Design Corporation  
191 E. Olive Street  
Suite 100  
Pasadena, California 91105  
Tel: 626.792.9999

**STRUCTURAL ENGINEER:**  
The Structural Group  
1000 N. Orange Avenue  
Pasadena, California 91106  
Tel: 626.792.9999

**ELECTRICAL ENGINEER:**  
Walt R. Ruppel Consulting  
1000 N. Orange Avenue  
Pasadena, California 91106  
Tel: 626.792.9999

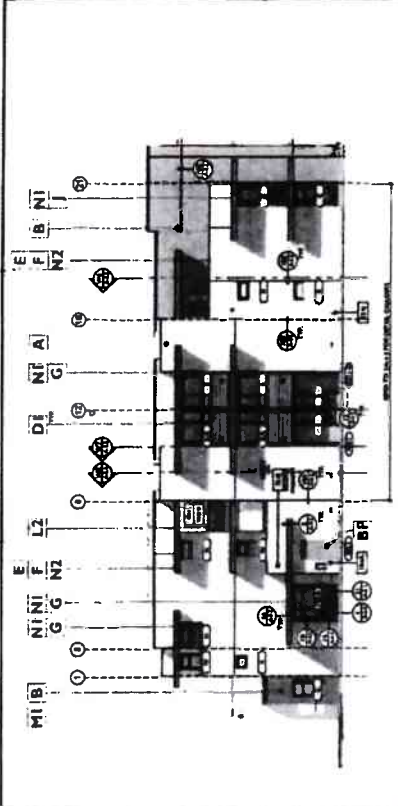
**MECHANICAL/PLUMBING ENGINEER:**  
CWA Mechanical/Plumbing  
1000 N. Orange Avenue  
Pasadena, California 91106  
Tel: 626.792.9999

**31 AUGUST 2021**

NO.	DESCRIPTION	DATE
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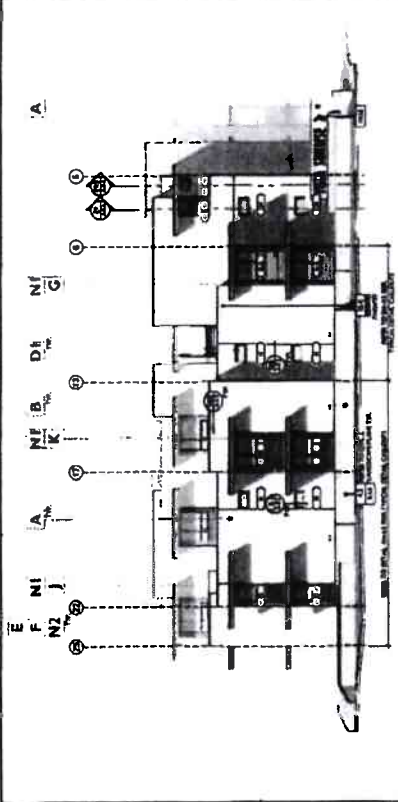
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EXTERIOR ELEVATIONS



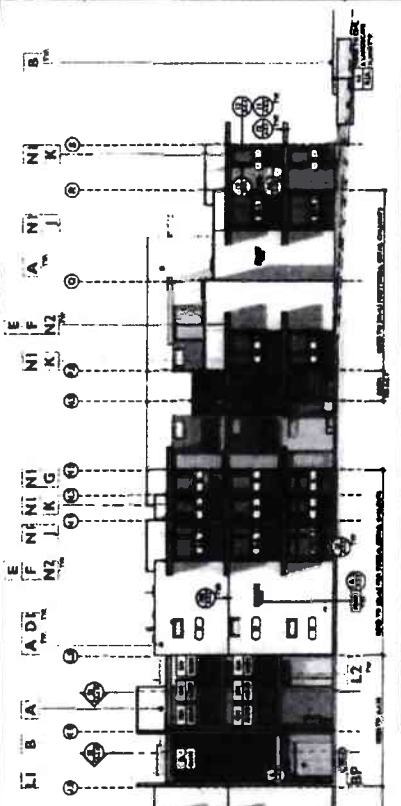
**EAST EXTERIOR ELEVATION**

NOTE: REFER TO SHEET A-4.1 FOR EXTERIOR MATERIAL LEGEND. SP-147-1



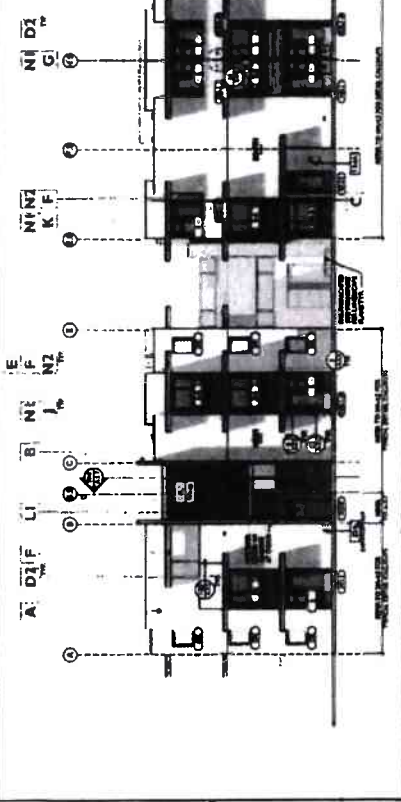
**WEST EXTERIOR ELEVATION**

NOTE: REFER TO SHEET A-4.1 FOR EXTERIOR MATERIAL LEGEND. SP-147-2



**SOUTH EXTERIOR ELEVATION**

NOTE: REFER TO SHEET A-4.1 FOR EXTERIOR MATERIAL LEGEND. SP-147-3



**NORTH EXTERIOR ELEVATION**


NOTE: REFER TO SHEET A-4.1 FOR EXTERIOR MATERIAL LEGEND. SP-147-4



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1901 Clay Drive  
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New York, California 92566  
Tel: 951 722-4996  
www.interactivedesign.com



**VISTA SUNRISE 8  
APARTMENTS**  
SPECIAL NEEDS HOUSING  
IMPERIAL COUNTY  
PALM SPRINGS,  
CA 92261

**COACH-HELLA  
VALLEY HOUSING  
COALITION**  
45-901 WILSON  
BERRIDGE, CA 92506  
COMMUNITY FACILITY  
CONTRACT # 11-117-006  
TEL: 951-317-0266

**ARCHITECT**  
Interactive Design Corporation  
1901 Clay Drive  
New York, California 92566  
Tel: 951 722-4996

**STRUCTURAL ENGINEER**  
J&J Engineering  
2000 West Orange Avenue  
New York, California 92566  
Tel: 951 274-2277

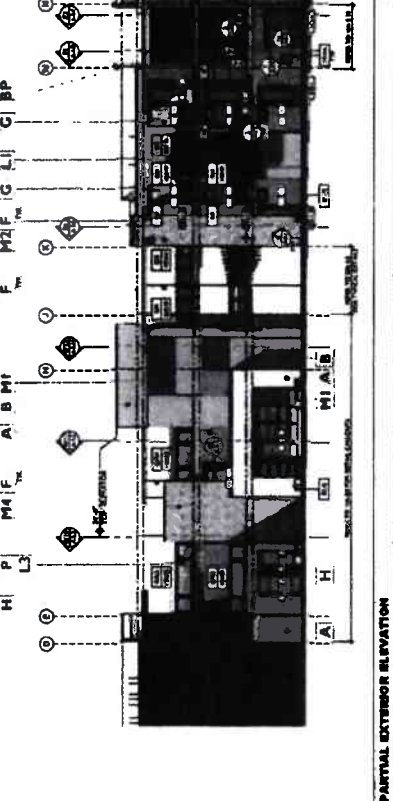
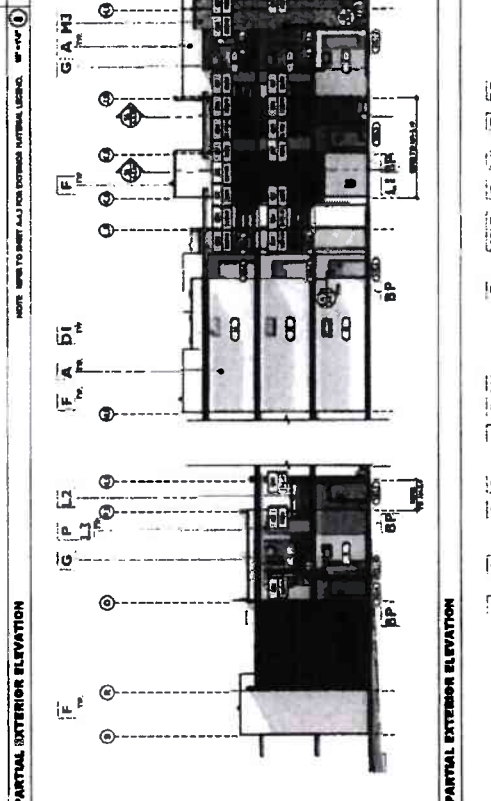
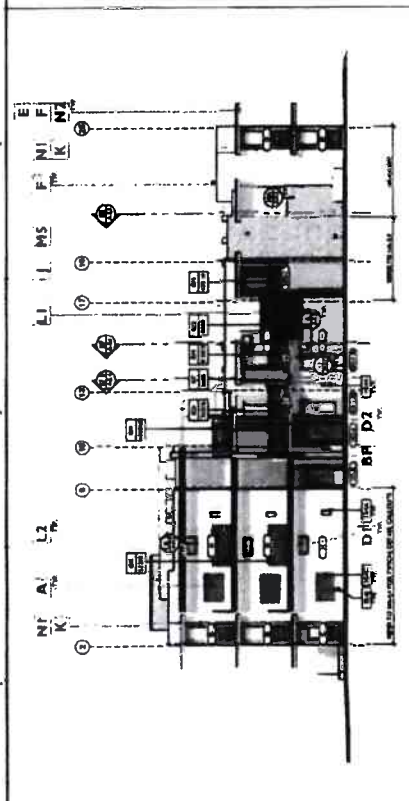
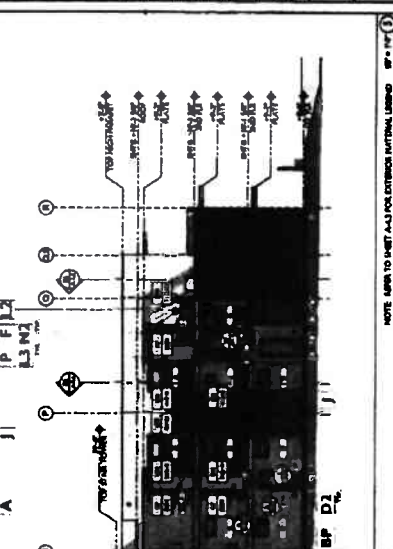
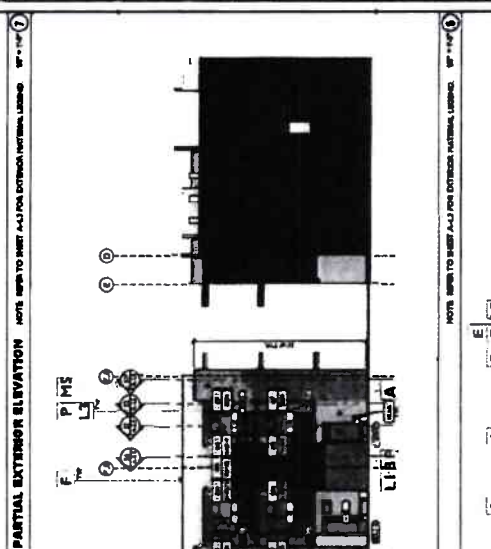
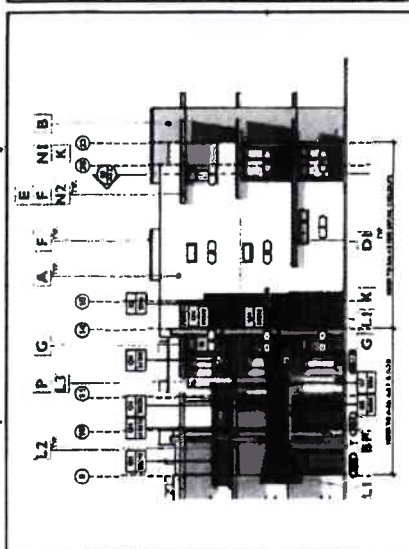
**ELECTRICAL ENGINEER**  
MCCOY ENGINEERING  
10000 Wilshire Blvd  
Suite 1000  
Los Angeles, California 90024  
Tel: 310 206-1888

**MECHANICAL/PLUMBING  
ENGINEERING CONSULTANT**  
J&J Engineering  
2000 West Orange Avenue  
New York, California 92566  
Tel: 951 274-2277

**MECHANICAL ENGINEER**  
J&J Engineering  
2000 West Orange Avenue  
New York, California 92566  
Tel: 951 274-2277

PROJECT NO.	311A1001
DATE	1/19/11
DESCRIPTION	PARTIAL EXTERIOR ELEVATIONS
SCALE	AS SHOWN
DATE	1/19/11
BY	AD
CHECKED BY	AD
DATE	1/19/11
PROJECT NO.	311A1001
DATE	1/19/11
DESCRIPTION	PARTIAL EXTERIOR ELEVATIONS
SCALE	AS SHOWN
DATE	1/19/11
BY	AD
CHECKED BY	AD
DATE	1/19/11

**A-4.2**



**PARTIAL EXTERIOR ELEVATION** NOTE: REFER TO SHEET A-4.3 FOR EXTERIOR MATERIAL LEGEND. 1/19/11

**PARTIAL EXTERIOR ELEVATION** NOTE: REFER TO SHEET A-4.3 FOR EXTERIOR MATERIAL LEGEND. 1/19/11

**PARTIAL EXTERIOR ELEVATION** NOTE: REFER TO SHEET A-4.3 FOR EXTERIOR MATERIAL LEGEND. 1/19/11

**INTERACTIVE DESIGN CORPORATION**  
 ARCHITECTURAL  
 TECHNICAL  
 ENVIRONMENTAL ART

1911 1/2th Street  
 Suite 101  
 New Spring, California 97830  
 T: 503.333.2276  
 F: 503.333.2276



**VISTA SURPRISE II  
 SPECIAL NEEDS HOUSING  
 1827 N. BROADWAY  
 PORTLAND, OR 97228**

**COACHELLA  
 VALLEY HOUSING  
 COALITION  
 4500 W. CENTRAL AVENUE  
 INDIO, CA 92561  
 CONTACT:  
 KATE KERR  
 T: 760.932.7873**

**ARCHITECT:  
 Interactive Design Corporation  
 1911 1/2th Street, Suite 101  
 New Spring, CA 97830  
 T: 503.333.2276  
 F: 503.333.2276**

**STRUCTURAL ENGINEER:  
 The Engineering Group  
 1000 NE Oregon Street  
 Portland, OR 97232  
 T: 503.253.7000**

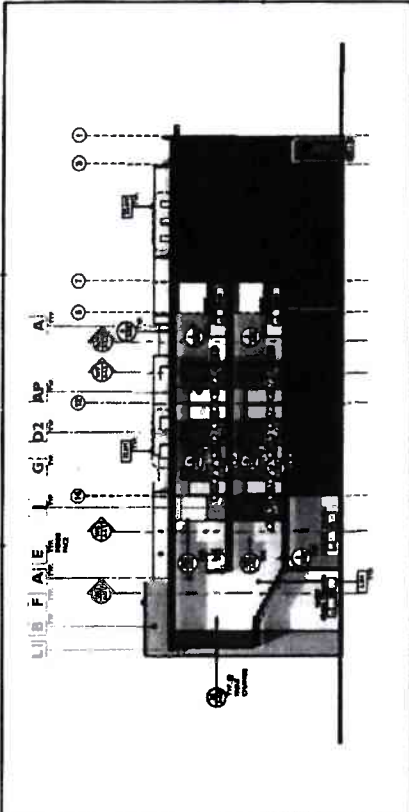
**MULTIDISCIPLINARY ENGINEERING:  
 WEL Engineering Consultants  
 1111 NE Oregon Street  
 Portland, OR 97232  
 T: 503.253.7000**

**Mechanical/Electrical/Plumbing  
 Engineering  
 Miller Clark  
 1111 NE Oregon Street  
 Portland, OR 97232  
 T: 503.253.7000**

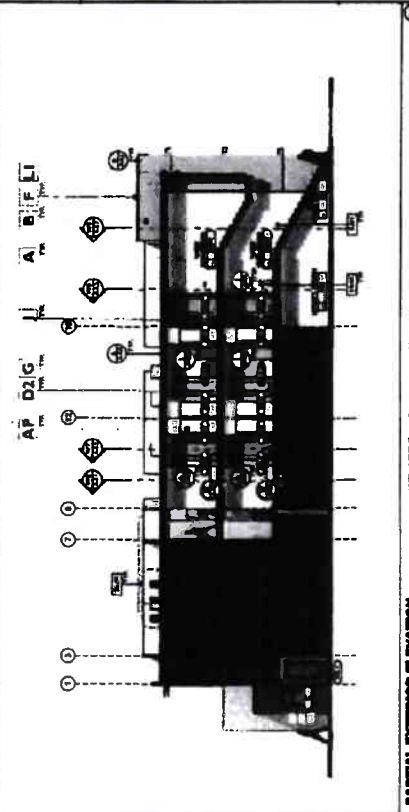
**PERMITTING:  
 Construction Services  
 1111 NE Oregon Street  
 Portland, OR 97232  
 T: 503.253.7000**

REVISIONS		
NO.	DATE	DESCRIPTION
1	11/14/03	ISSUED FOR PERMITTING
2	11/14/03	ISSUED FOR PERMITTING
3	11/14/03	ISSUED FOR PERMITTING
4	11/14/03	ISSUED FOR PERMITTING
5	11/14/03	ISSUED FOR PERMITTING
6	11/14/03	ISSUED FOR PERMITTING
7	11/14/03	ISSUED FOR PERMITTING
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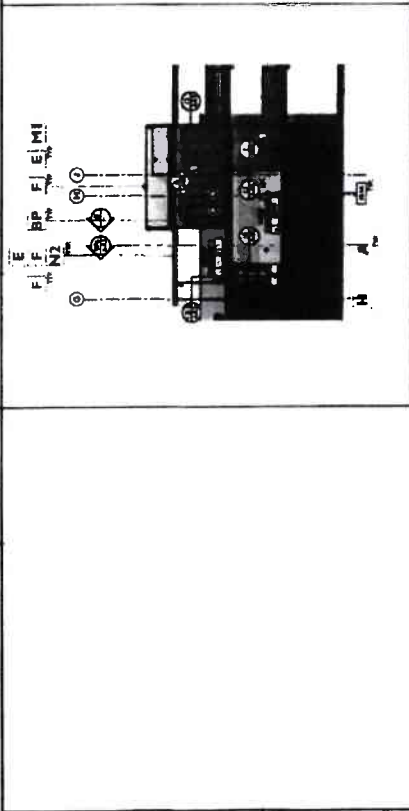
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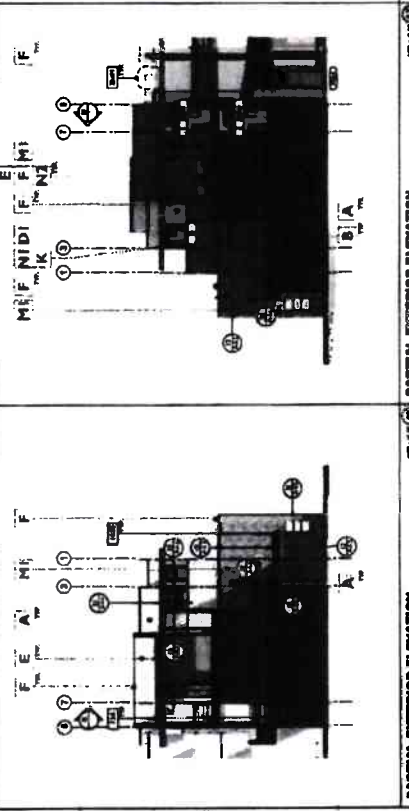
**PARTIAL EXTERIOR ELEVATION** 1/8"=1'-0" PARTIAL EXTERIOR ELEVATION. NOTE: REFER TO SHEET A-4.1 FOR EXTERIOR ELEVATION LEGEND. REFER TO SECTION I-I FOR TYPICAL DETAIL. 1/8"=1'-0"



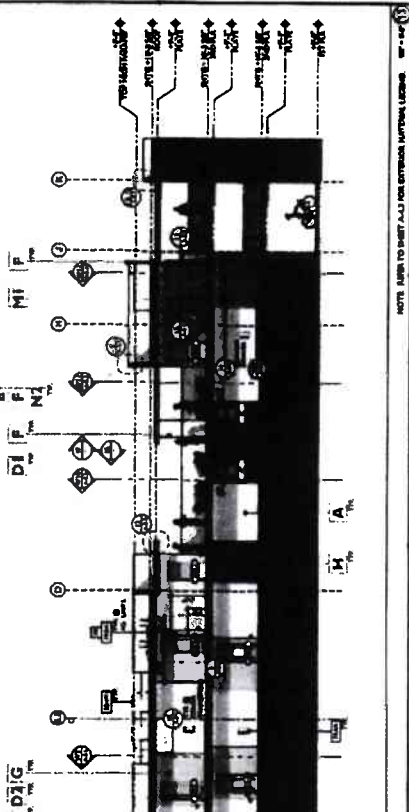
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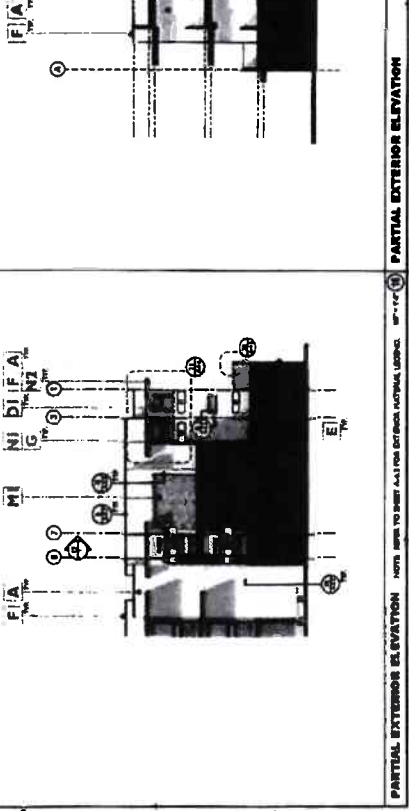
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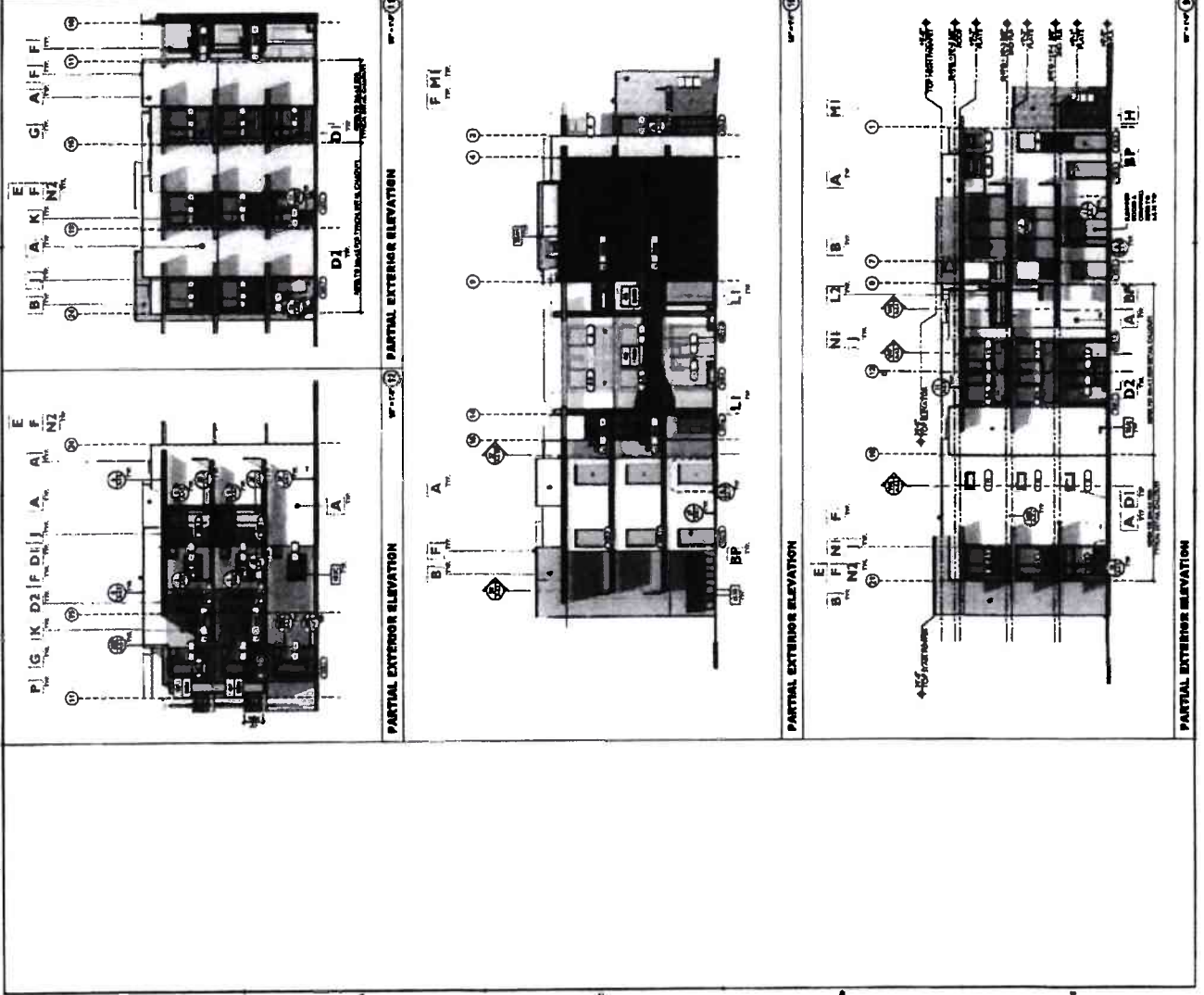
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<p><b>INTERACTIVE DESIGN CORPORATION</b></p>	<p><b>ARCHITECTURE</b> LOWMEYER SPRINGFIELD, ILL.</p> <p>191 S. Oak Drive Suite 110 New York, Illinois 62424 T: 708.332.4999</p>	<p><b>VISTA SUNRISE II APARTMENTS</b> 4-911 MONROE ST., SUITE 0 EVANSTON, ILLINOIS 60120 PAUL J. SPRANGL, ARCHITECT CL 17783</p>	<p><b>COACHELLA VALLEY HOLDING COALITION</b> 4-911 MONROE ST., SUITE 0 EVANSTON, ILLINOIS 60120 CONTRACTOR</p>	<p><b>ARCHITECT</b> Lowmeyer, Spring Fields, Inc. 1700 N. Lincoln Ave. Chicago, Ill. 60614 T: 773.328.1200</p>	<p><b>STRUCTURAL ENGINEER</b> Carter, Burgess, King &amp; Associates, Inc. 130 N. Dearborn St. Chicago, Ill. 60610 T: 312.487.1000</p>	<p><b>ELECTRICAL ENGINEER</b> Carter, Burgess, King &amp; Associates, Inc. 130 N. Dearborn St. Chicago, Ill. 60610 T: 312.487.1000</p>	<p><b>Mechanical Engineer</b> Carter, Burgess, King &amp; Associates, Inc. 130 N. Dearborn St. Chicago, Ill. 60610 T: 312.487.1000</p>	<p><b>MECHANICAL ENGINEER</b> Carter, Burgess, King &amp; Associates, Inc. 130 N. Dearborn St. Chicago, Ill. 60610 T: 312.487.1000</p>	<p><b>MECHANICAL ENGINEER</b> Carter, Burgess, King &amp; Associates, Inc. 130 N. Dearborn St. Chicago, Ill. 60610 T: 312.487.1000</p>
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Code	Material Name	Manufacturer / Supplier	Notes
A	EXTERIOR WALL 1 Hard Plaster with Control Joint	IN-SITU CONCRETE CONCRETE WALL SYSTEM 10' x 12' Panels	
B	EXTERIOR WALL 2 Hard Plaster with Control Joint	IN-SITU CONCRETE CONCRETE WALL SYSTEM 10' x 12' Panels	
C	STONE/FACED Windows & Doors	CONCRETE Color: Medium Brown No. 23	
D1	COMPOSITE WINDOWS	ALUMINUM Color: Medium Brown No. 23	
D2	FRIGIDGLASS DOORS	ALUMINUM Color: Medium Brown No. 23	
E	ROOFING MEMBRANE	REDFLEX Color: Black	
F	CEILING Acoustic Tiles	ACUSTIC Color: White	
L1	ALUMINUM Exterior Trim	ALUMINUM Color: Medium Brown No. 23	
L2	METAL Exterior Trim	METAL Color: Medium Brown No. 23	
L3	METAL Exterior Trim	METAL Color: Medium Brown No. 23	
P	METAL Exterior Trim	METAL Color: Medium Brown No. 23	
G	EXTERIOR WALL 3 Hard Plaster with Control Joint	IN-SITU CONCRETE CONCRETE WALL SYSTEM 10' x 12' Panels	
H	EXTERIOR WALL 4 Hard Plaster with Control Joint	IN-SITU CONCRETE CONCRETE WALL SYSTEM 10' x 12' Panels	
J	EXTERIOR WALL 5 Hard Plaster with Control Joint	IN-SITU CONCRETE CONCRETE WALL SYSTEM 10' x 12' Panels	
K	EXTERIOR WALL 6 Hard Plaster with Control Joint	IN-SITU CONCRETE CONCRETE WALL SYSTEM 10' x 12' Panels	
N1	ACCENT WALL w/ TRIM CASING	WOOD Color: Medium Brown No. 23	
N2	DOOR & WINDOW Trim	WOOD Color: Medium Brown No. 23	
M1	EXTERIOR TILE Floor	TILE Color: White	
M2	FRIGIDGLASS TELEVISION	FRIGIDGLASS Color: Black	
M3	ROKAC INTERIOR	ROKAC Color: White	
M4	ROKAC INTERIOR	ROKAC Color: White	
M5	ROKAC INTERIOR	ROKAC Color: White	



**INTERACTIVE DESIGN CORPORATION**

ARCHITECTURE  
TOWNSCAPE  
ENVIRONMENTAL ART

100 E. Coast Drive  
Anaheim, California 92801  
Tel: 714.766.0000  
Fax: 714.766.0001



**VISTA SUNRISE II APARTMENTS**  
SPECIAL NEEDS INCLUDING  
ELEVATOR ACCESS, VISUAL  
ALERTS, AND HEARING  
AIDS

100 E. Coast Drive  
Anaheim, California 92801  
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Fax: 714.766.0001

**COMPELLA VALLEY HOUSING**  
60-751 BROADWAY ST. SUITE 8  
MIRAMONTE, CA 91302  
TEL: 818.351.1111  
FAX: 818.351.1112

ARCHITECT  
INTERACTIVE DESIGN CORPORATION  
100 E. COAST DRIVE  
ANAHEIM, CALIFORNIA 92801  
TEL: 714.766.0000

STRUCTURAL ENGINEER  
MCCOY ENGINEERING CORPORATION  
100 E. COAST DRIVE  
ANAHEIM, CALIFORNIA 92801  
TEL: 714.766.0000

ELECTRICAL ENGINEER  
MCCOY ENGINEERING CORPORATION  
100 E. COAST DRIVE  
ANAHEIM, CALIFORNIA 92801  
TEL: 714.766.0000

Mechanically Licensed  
HVAC Engineering Consultant  
100 E. COAST DRIVE  
ANAHEIM, CALIFORNIA 92801  
TEL: 714.766.0000

PLUMBING ENGINEER  
MCCOY ENGINEERING CORPORATION  
100 E. COAST DRIVE  
ANAHEIM, CALIFORNIA 92801  
TEL: 714.766.0000

3/14/2021

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	3/14/2021
2	ISSUED FOR PERMITTING	3/14/2021
3	ISSUED FOR PERMITTING	3/14/2021
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**A-4.4**

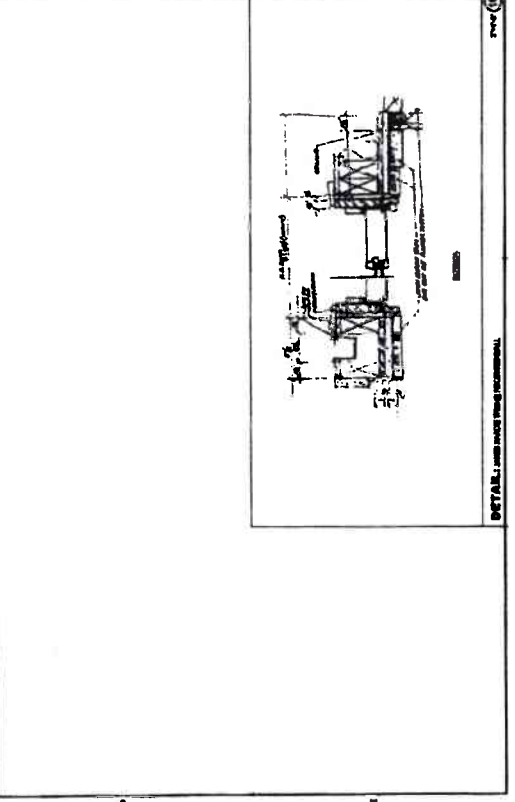
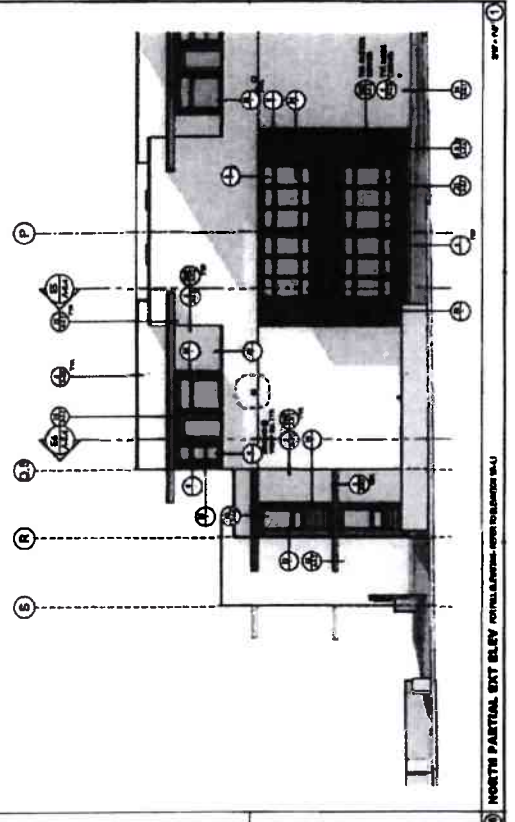
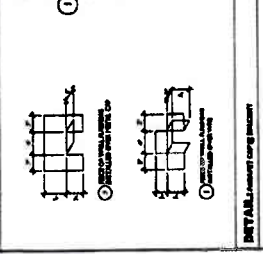
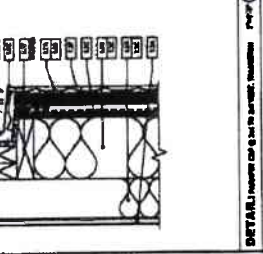
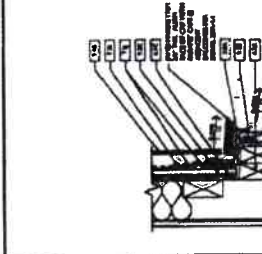
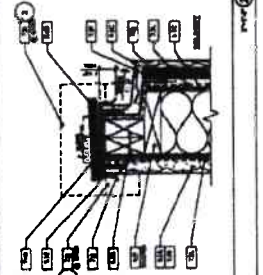
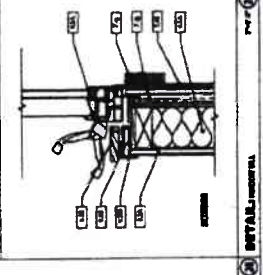
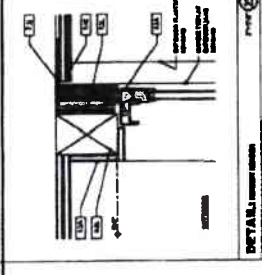
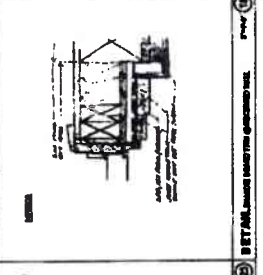
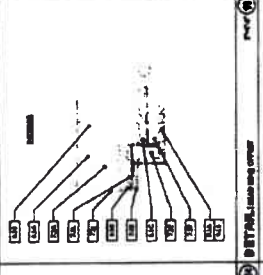
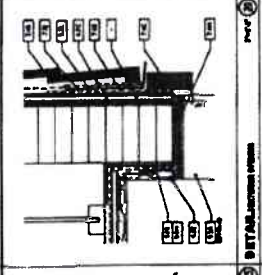
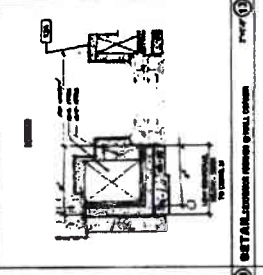
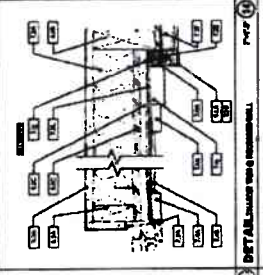
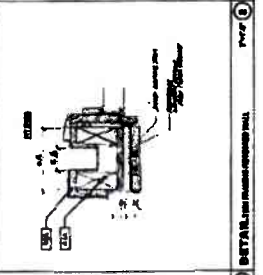
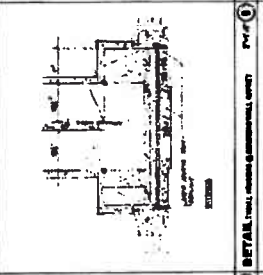
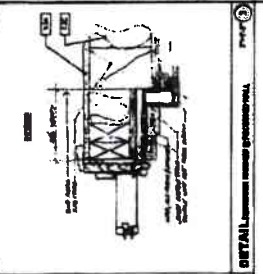
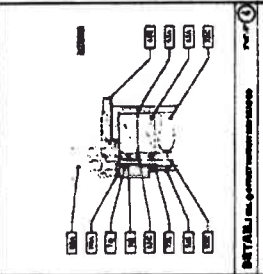
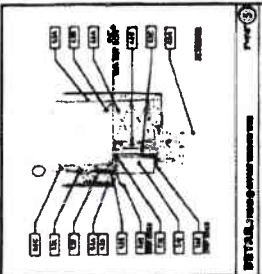
1903

DATE: 3/14/2021

PROJECT: VISTA SUNRISE II APARTMENTS

NO. 1903


DATE: 3/14/2021



**INTERACTIVE DESIGN CORPORATION**

ARCHITECTURE  
ENVIRONMENTAL ART

198 E. Oak Street  
Suite 200  
Palo Alto, California 94301  
Tel: 415.321.0900  
Fax: 415.321.0901



**VISTA BLANQUE II  
APARTMENTS**  
SPECIAL NEED HOUSING  
1220 PALM AVENUE  
PALM SPRINGS,  
CA 91768

**COMACHELA  
VALLEY HOUSING**  
14200 WOODSIDE ST. SUITE 4  
INDIO, CA 92021  
Tel: 760.337.2888  
Fax: 760.337.2889

**ARCHITECT**  
Interactive Design Corporation  
198 E. Oak Street  
Palo Alto, CA 94301  
Tel: 415.321.0900  
Fax: 415.321.0901

**STRUCTURAL ENGINEER**  
Carter Engineering  
2000 N. Milpitas Blvd.  
Milpitas, CA 95035  
Tel: 415.962.5200

**ELECTRICAL ENGINEER**  
Carter Engineering  
2000 N. Milpitas Blvd.  
Milpitas, CA 95035  
Tel: 415.962.5200

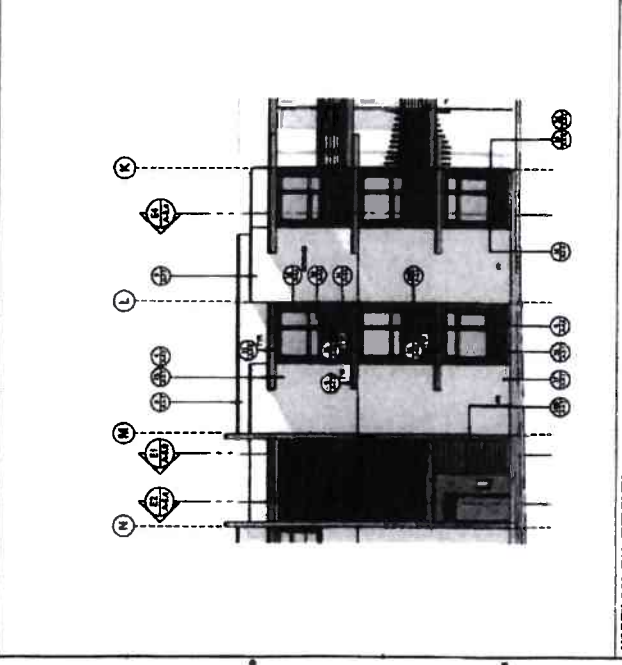
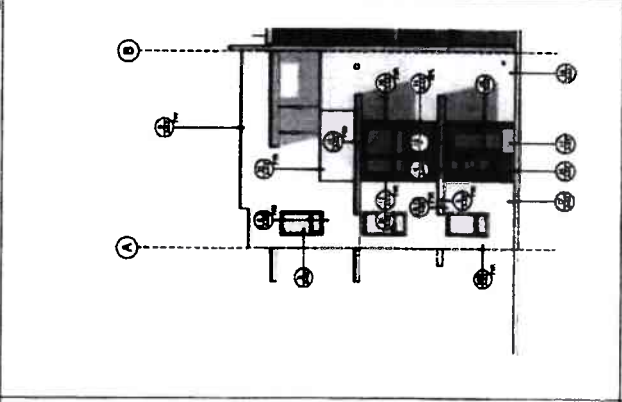
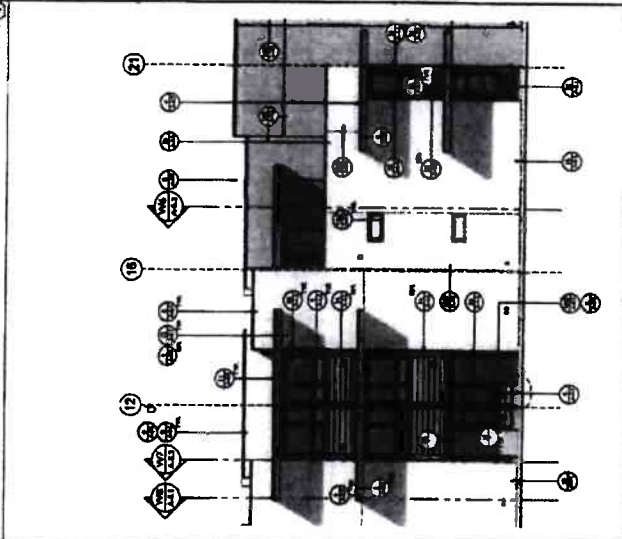
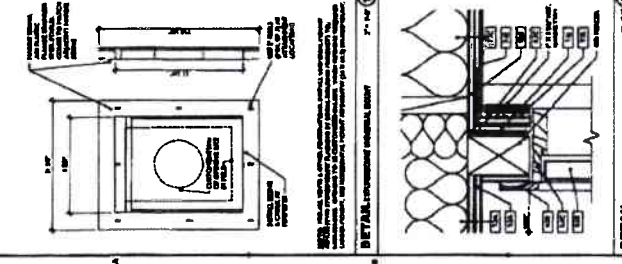
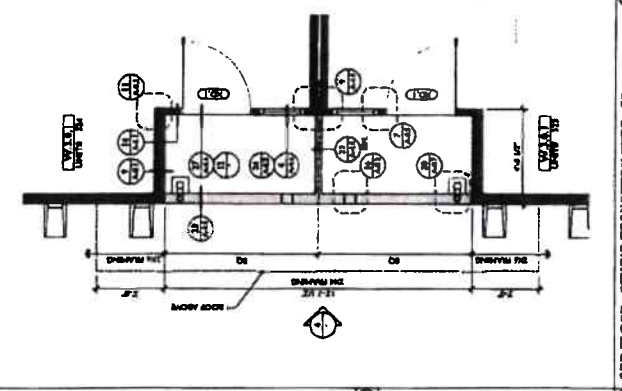
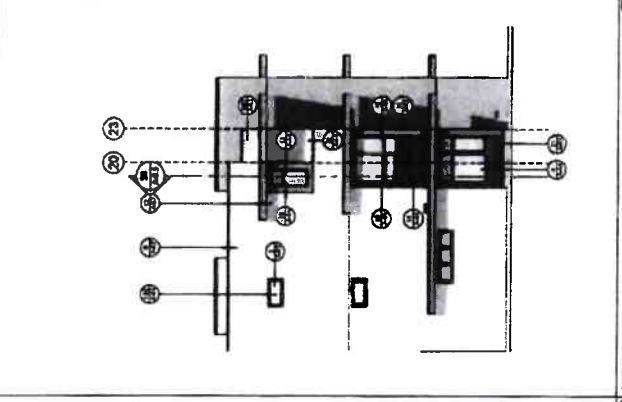
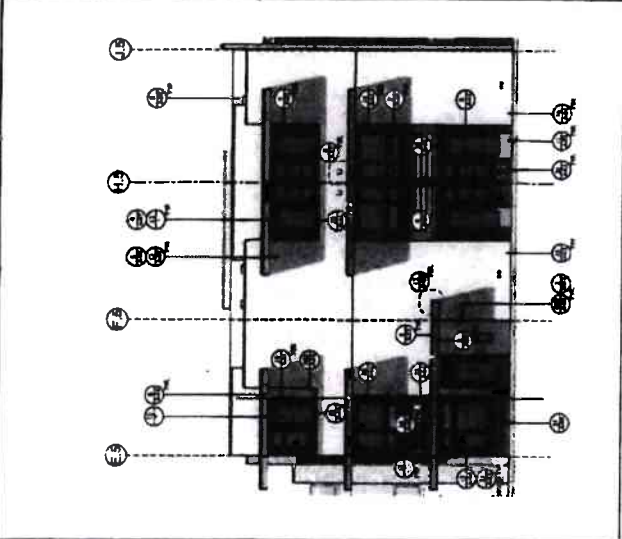
**Mechanical/Electrical/Plumbing  
Engineering Consultant**  
Carter Engineering  
2000 N. Milpitas Blvd.  
Milpitas, CA 95035  
Tel: 415.962.5200

**PHASE PROJECTS**  
Carter Engineering  
2000 N. Milpitas Blvd.  
Milpitas, CA 95035  
Tel: 415.962.5200

DATE	3/11/00
BY	3/11/00
REVISION	
1	ISSUE FOR PERMITS
2	ISSUE FOR PERMITS
3	ISSUE FOR PERMITS
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50	ISSUE FOR PERMITS

**A-4.5**


FOR CONSTRUCTION DOCUMENTS PROCESS SET



**INTERACTIVE DESIGN CORPORATION**

ARCHITECTURE  
TOWNSCAPE  
ENVIRONMENTAL ART

1911 L. Cole Drive  
Newbury, California 92251  
Tel: 760.232.4798  
www.interactivedesign.com



**VISTA SUNRISE II APARTMENTS**  
SPECIAL NEED HOUSING  
11570 W. BURNBURY WAY  
PALMDALE, CALIF. 93551

**COACHELLA VALLEY HOUSING**  
46181 BURNBURY ST. UNIT G  
INDIO, CA 92131  
BURNBURY RECORDS  
Tel: 761.507.1137-1400

**ARCHITECT**  
Interactive Design Corporation  
1911 L. Cole Drive  
Newbury, California 92251  
Tel: 760.232.4798

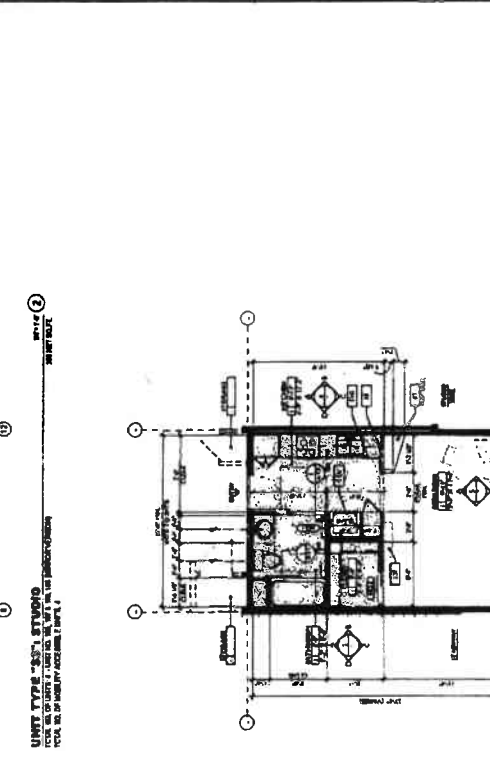
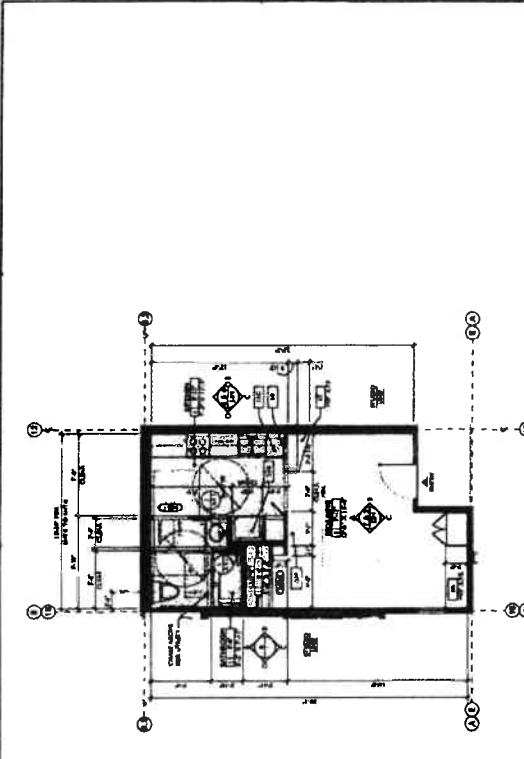
**ARCHITECTURAL CONSULTANT**  
Longwood Engineering  
10000 W. BURNBURY WAY  
INDIO, CA 92131  
Tel: 761.507.1137

**MULTIDISCIPLINARY CONSULTANTS**  
STRUCTURAL CONSULTANT  
LONGWOOD ENGINEERING  
10000 W. BURNBURY WAY  
INDIO, CA 92131  
Tel: 761.507.1137

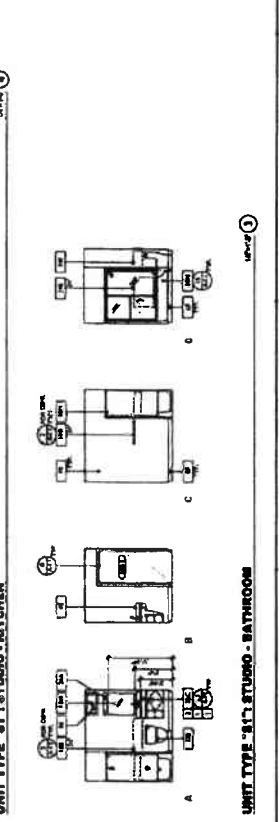
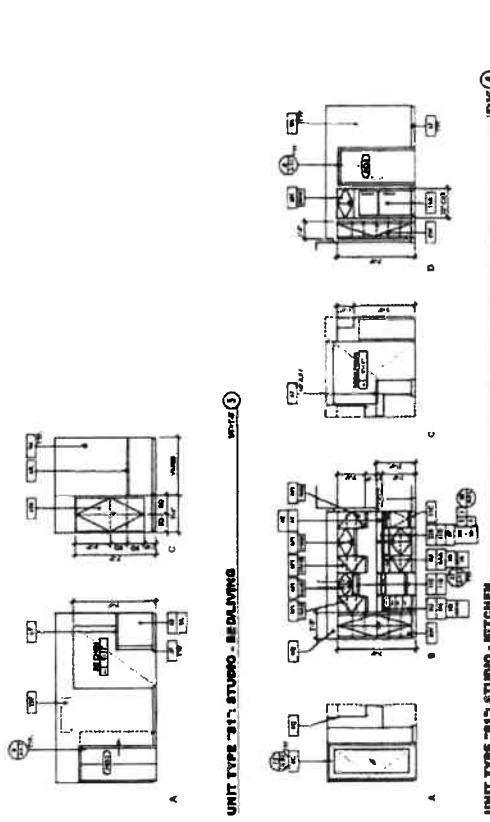
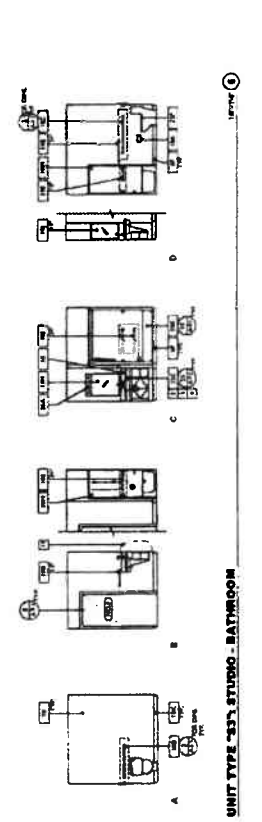
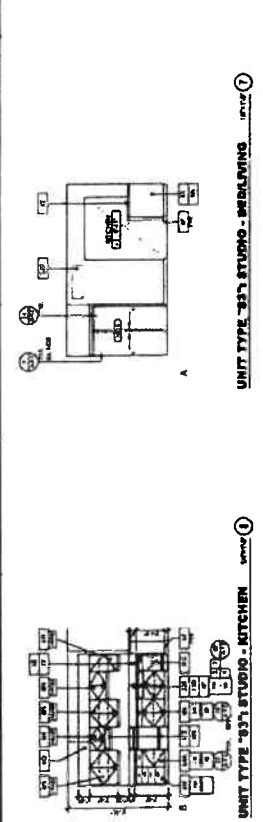
**Mechanical/Electrical/Plumbing**  
MECHANICAL CONSULTANT  
WEEK CONSULTANTS  
10000 W. BURNBURY WAY  
INDIO, CA 92131  
Tel: 761.507.1137



**MECHANICAL/ELECTRICAL/PLUMBING**  
MECHANICAL CONSULTANT  
WEEK CONSULTANTS  
10000 W. BURNBURY WAY  
INDIO, CA 92131  
Tel: 761.507.1137

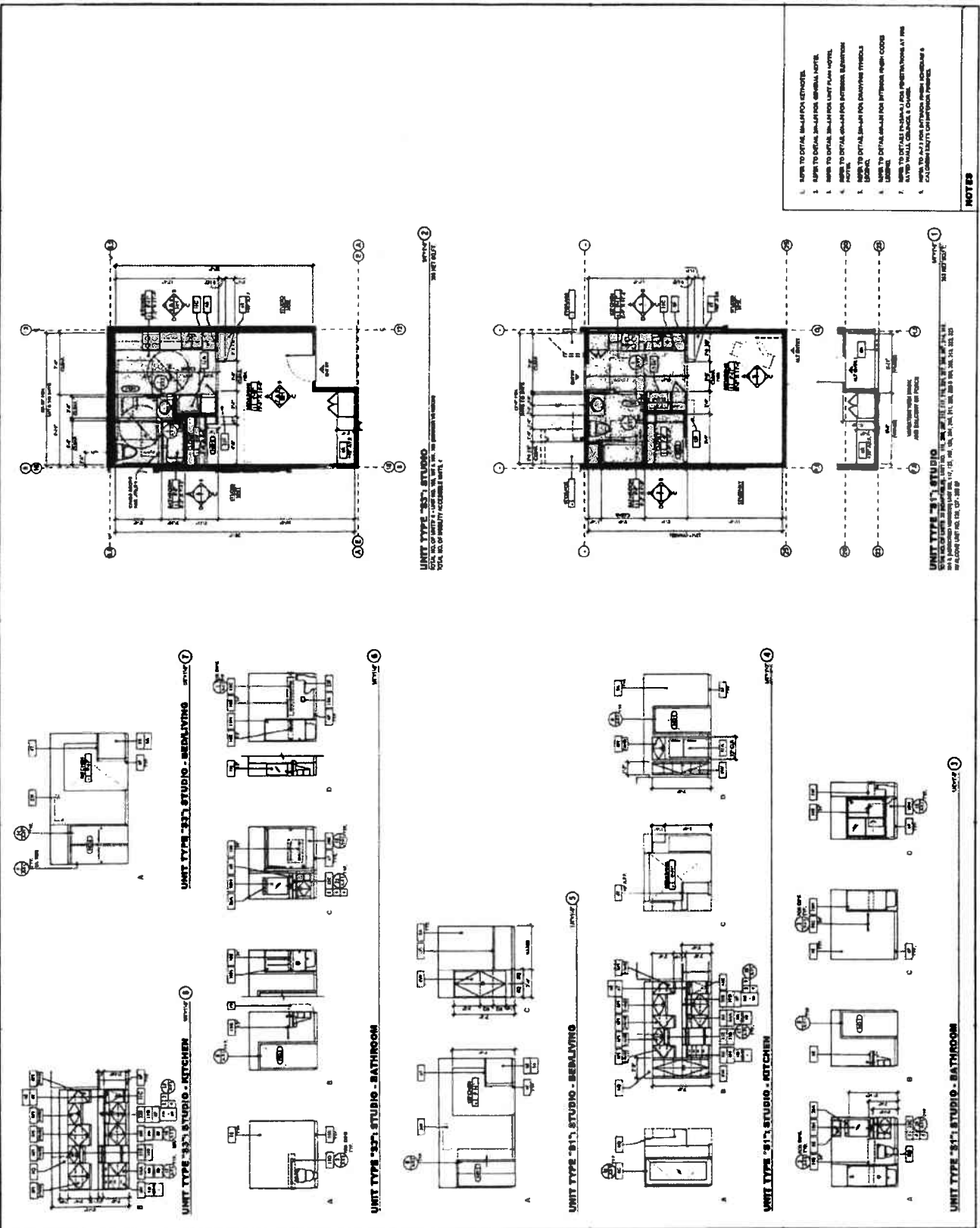
DATE	31 AUGUST 2011
PROJECT	VISTA SUNRISE II APARTMENTS
UNIT	UNIT # 317 - STUDIO
REVISION	1903
BY	
CHECKED BY	
DATE	



- NOTES**
- REFER TO OTHER DRAWINGS FOR SYMBOLS.
  - REFER TO OTHER DRAWINGS FOR GENERAL NOTES.
  - REFER TO OTHER DRAWINGS FOR INTERIOR FINISHES.
  - REFER TO OTHER DRAWINGS FOR EXTERIOR FINISHES.
  - REFER TO OTHER DRAWINGS FOR EXTERIOR FINISHES.
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  - REFER TO OTHER DRAWINGS FOR EXTERIOR FINISHES.
  - REFER TO OTHER DRAWINGS FOR EXTERIOR FINISHES.



 <p><b>INTERACTIVE DESIGN CORPORATION</b></p>	<p><b>ARCHITECTURE TOWNSCAPE ENVIRONMENTAL ART</b></p> <p>191 Clay Drive Suite 10 Pasadena, California 91101 Tel: 626-792-1100 www.interactivedesign.com</p>	 <p>REGISTERED ARCHITECT STATE OF CALIFORNIA No. 10521 EXPIRES 12/31/2008</p>	<p><b>VISTA SUNRISE II APARTMENTS SPECIAL NEEDS HOUSING</b> 15150 VISTA SUNRISE WAY PALM SPRINGS, CA 92262</p>	<p><b>CONCHELLA VALLEY HOUSING</b> 48-101 PROMENADE ST., SUITE G INDIO, CA 92038 SPRINGFIELD HOMES TEL: 760.337.1187 FAX: 760.337.1188</p>	<p><b>ARCHITECT</b> Interactive Design Corporation 191 Clay Drive, Suite 10 Pasadena, CA 91101 Tel: 626.792.1100</p> <p><b>STRUCTURAL ENGINEER</b> The Structural Group 1000 West Broadway Tel: 951.763.8100</p> <p><b>Mechanical Engineer</b> MTE Mechanical Consulting 1700 West Broadway Tel: 951.763.8100</p> <p><b>MECHANICAL PLUMBING &amp; ELECTRICAL CONTRACTOR</b> SUNBELT CLARK 1700 West Broadway Tel: 951.763.8100</p> <p><b>MECHANICAL PLUMBING &amp; ELECTRICAL CONTRACTOR</b> SUNBELT CLARK 1700 West Broadway Tel: 951.763.8100</p>	<p>DATE: 3/1/08</p> <p>PROJECT: Vista Sunrise II Apartments SHEET: A-6.1</p>
	<p><b>UNIT PLANS - STUDIO</b></p> <p>DATE: 3/1/08</p>		<p><b>NOTES</b></p> <ol style="list-style-type: none"> <li>REFER TO DETAIL 311 FOR WALL SECTION.</li> <li>REFER TO DETAIL 312 FOR WALL SECTION.</li> <li>REFER TO DETAIL 313 FOR WALL SECTION.</li> <li>REFER TO DETAIL 314 FOR WALL SECTION.</li> <li>REFER TO DETAIL 315 FOR WALL SECTION.</li> <li>REFER TO DETAIL 316 FOR WALL SECTION.</li> <li>REFER TO DETAIL 317 FOR WALL SECTION.</li> <li>REFER TO DETAIL 318 FOR WALL SECTION.</li> <li>REFER TO DETAIL 319 FOR WALL SECTION.</li> <li>REFER TO DETAIL 320 FOR WALL SECTION.</li> </ol>			



**A-6.1**

**INTERACTIVE DESIGN CORPORATION**

ARCHITECTURE  
ENVIRONMENTAL ART  
TOYNSCAVE TOWNSCAPE

1911 Cole Drive  
1st Floor  
Palo Alto, California 94301  
T: 650.323.9999  
www.interactivedesign.com



**VISTA SUNRISE II APARTMENTS**  
SPECIAL INTER-POLICING  
1818 ALBUQUERQUE WAY  
PALO ALTO, CALIF. 94301  
CA 94301

**COACHELLA VALLEY HOUSING COALITION**  
65-3900 BAYVIEW DRIVE  
INDIO, CA 92101  
CONTACT: JIM WATKINS  
PHONE: 760.341.3137 FAX: 760.341.3137

**ARCHITECT:**  
Interactive Design Corporation  
1911 Cole Drive  
Palo Alto, CA 94301  
T: 650.323.9999

**STRUCTURAL ENGINEER:**  
Tommy Engineering  
1000 University Ave.  
Palo Alto, CA 94301  
T: 650.323.9999

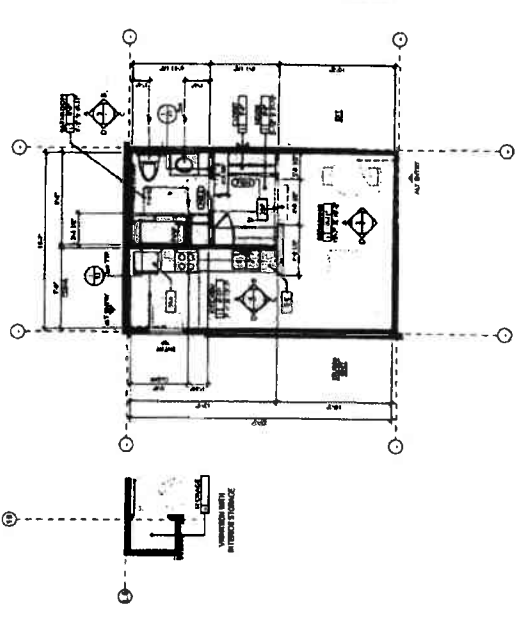
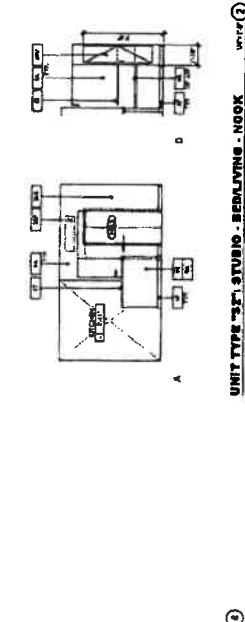
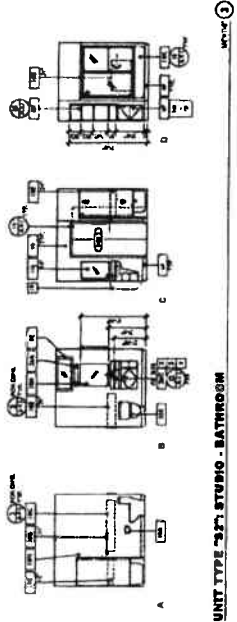
**ELECTRICAL ENGINEER:**  
RFA Electrical Engineering  
1000 University Ave.  
Palo Alto, CA 94301  
T: 650.323.9999

**MECHANICAL/PLUMBING ENGINEER:**  
RFA Mechanical/Plumbing  
1000 University Ave.  
Palo Alto, CA 94301  
T: 650.323.9999

**PHASE INSPECTOR:**  
RFA Mechanical/Plumbing  
1000 University Ave.  
Palo Alto, CA 94301  
T: 650.323.9999

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**A-6.2**



- NOTES**
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**UNIT TYPE "B-2" STUDIO**

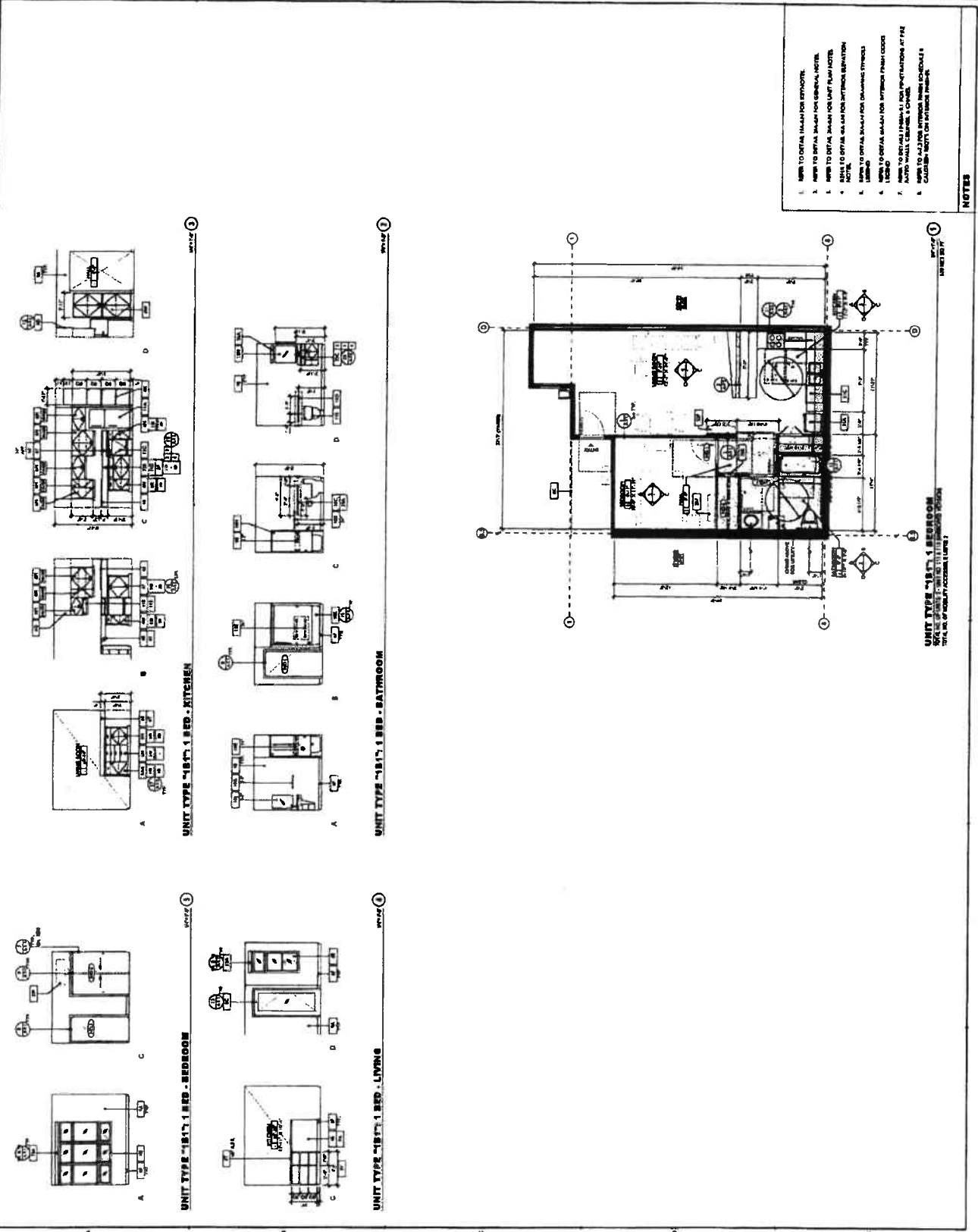
DATE: 3/14/02

PROJECT: VISTA SUNRISE II APARTMENTS

1818 ALBUQUERQUE WAY, PALO ALTO, CA 94301



 <p><b>INTERACTIVE DESIGN CORPORATION</b></p>	<p>ARCHITECTURE TOWNSCAPE ENVIRONMENTAL ART</p> <p>1911 Cole Drive San Diego, California 92108 T: 314.523.4990 F: 314.523.4999 www.interactivedesign.com</p>		<p><b>VISTA SUNRISE II APT. APARTMENTS SPECIAL NEED HOUSING 1515 W. UNIVERSITY PALM SPRINGS, CA 92262</b></p>	<p><b>COACHELLA VALLEY HOUSING COALITION 165-291 INDENCO, CA 92581 TEL: 951.787.1100 FAX: 951.787.1100</b></p>	<p><b>PROJECT TEAM</b></p> <p>ARCHITECT Interactive Design Corporation 1911 Cole Drive San Diego, CA 92108 T: 314.523.4990</p> <p>STRUCTURAL ENGINEER Zeng Structural Engineers 10000 La Jolla Village Drive San Diego, CA 92121 T: 619.451.2171</p> <p>ELECTRICAL ENGINEER WSD Engineers 10000 La Jolla Village Drive San Diego, CA 92121 T: 619.451.2171</p> <p>MECHANICAL ENGINEER WSD Engineers 10000 La Jolla Village Drive San Diego, CA 92121 T: 619.451.2171</p> <p>PLUMBING ENGINEER WSD Engineers 10000 La Jolla Village Drive San Diego, CA 92121 T: 619.451.2171</p>
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- NOTES**
1. REFER TO OTHER DRAWINGS FOR DETAILS.
  2. REFER TO OTHER DRAWINGS FOR GENERAL NOTES.
  3. REFER TO OTHER DRAWINGS FOR UNIT PLAN NOTES.
  4. REFER TO OTHER DRAWINGS FOR FINISH SCHEDULE.
  5. REFER TO OTHER DRAWINGS FOR DIMENSIONING SYMBOLS.
  6. REFER TO OTHER DRAWINGS FOR INTERIOR FINISH SCHEDULE.
  7. REFER TO OTHER DRAWINGS FOR INTERIOR FINISH SCHEDULE.
  8. REFER TO OTHER DRAWINGS FOR INTERIOR FINISH SCHEDULE.
  9. REFER TO OTHER DRAWINGS FOR INTERIOR FINISH SCHEDULE.
  10. REFER TO OTHER DRAWINGS FOR INTERIOR FINISH SCHEDULE.

**A-6.3**

**INTERACTIVE DESIGN CORPORATION**  
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 ENVIRONMENTAL ART

1785 E. 15th Street  
 Suite 30  
 Palm Springs, California 92264  
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 www.interactivedesign.com



**VISTA SUNRISE II APARTMENTS**  
 SPECIAL NEEDS HOUSING  
 15127 PALM SPRINGS WAY  
 PALM SPRINGS, CA 92284

**COMACHELA VALLEY HOUSING COOPERATION**  
 48301 COMACHELA DRIVE  
 IRVINE, CA 92614  
 714.444.4444

**ARCHITECT**  
 Interactive Design Corporation  
 1785 E. 15th Street, Suite 30  
 Palm Springs, CA 92264  
 T: 760.333.8888

**STRUCTURAL**  
 Eng. Richard Stephens  
 12025 S. Orange Avenue  
 Orange, CA 92667  
 T: 714.771.3300

**ELECTRICAL**  
 MCDONALD CONSULTING ENGINEERS  
 4000 NE 110th Avenue  
 Portland, OR 97220  
 T: 503.286.1000

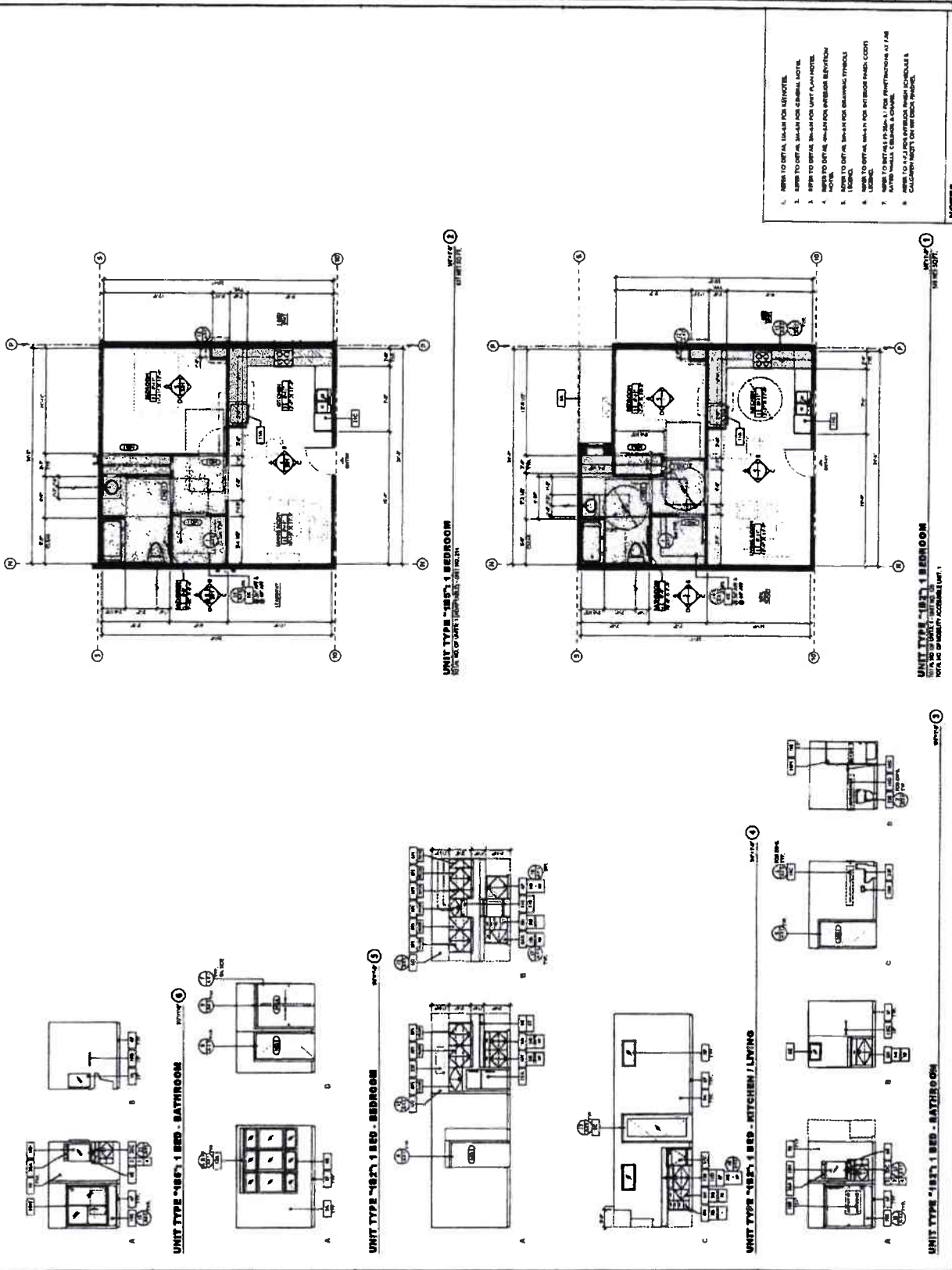
**Mechanical/PLUMBING**  
 STW Engineering Corporation  
 13555 NE 18th Street  
 Seattle, WA 98148  
 T: 206.835.4500

**FINISH SPECIFICATIONS**  
 Nature One Interiors  
 13451 NE 130th Street  
 Seattle, WA 98148  
 T: 206.881.1888

DATE: 31 AUGUST 2011	REVISION:
NO.	DESCRIPTION

PROJECT: 1903  
 UNIT PLAN - 1 BEDROOM

**A-6.4**



**UNIT TYPE "1B57" 1 BED - BEDROOM**  
 OPTION A

**UNIT TYPE "1B57" 1 BED - BEDROOM**  
 OPTION B

**SECTION A - KITCHEN/LIVING**

**SECTION B - BED - BATHROOM**

**NOTES**

1. REFER TO DETAIL 104-04 FOR CABINETS
2. REFER TO DETAIL 104-04 FOR CABINET NOTE
3. REFER TO DETAIL 104-04 FOR UNIT PLAN HOTEL
4. REFER TO DETAIL 104-04 FOR UNIT PLAN HOTEL
5. REFER TO DETAIL 104-04 FOR CABINETS
6. REFER TO DETAIL 104-04 FOR DRAWING SYMBOLS
7. REFER TO DETAIL 104-04 FOR FINISH SPECIFICATIONS
8. REFER TO FINISH SPECIFICATIONS FOR SCHEDULES AT FINE ARTS WALLS, CEILING & CHAIR
9. COLUMNS MUST NOT BE COUPLED



**INTERACTIVE DESIGN CORPORATION**  
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 TOWNSCAPE  
 ENVIRONMENTAL ART  
 1781, Oak Street  
 Suite 10  
 Palo Alto, California 94304  
 Tel: 765 331 1740  
 www.interactivedesigncorp.com



**VISTA SUNRISE II  
 APARTMENTS  
 SPECIAL NEEDS HOUSING  
 1375 N. SUNRISE WAY  
 PALO ALTO, CALIF.  
 CA 94304**

**COACHELLA  
 VALLEY HOUSING  
 COOPERATION  
 45201 N. COACHELLA AVENUE  
 BLDG. CA 91331  
 RIVERSIDE, CALIF. 92504  
 TEL: 762 347 3157 ext 553**

**ARCHITECT**  
 Interactive Design Corporation  
 1781 Oak Street, Suite 10  
 Palo Alto, CA 94304  
 Tel: 765 331 1740

**STRUCTURAL ENGINEER**  
 CH2M HILL  
 10000 N. DE SOTO AVENUE  
 CHICAGO, IL 60658  
 Tel: 773 474 7339

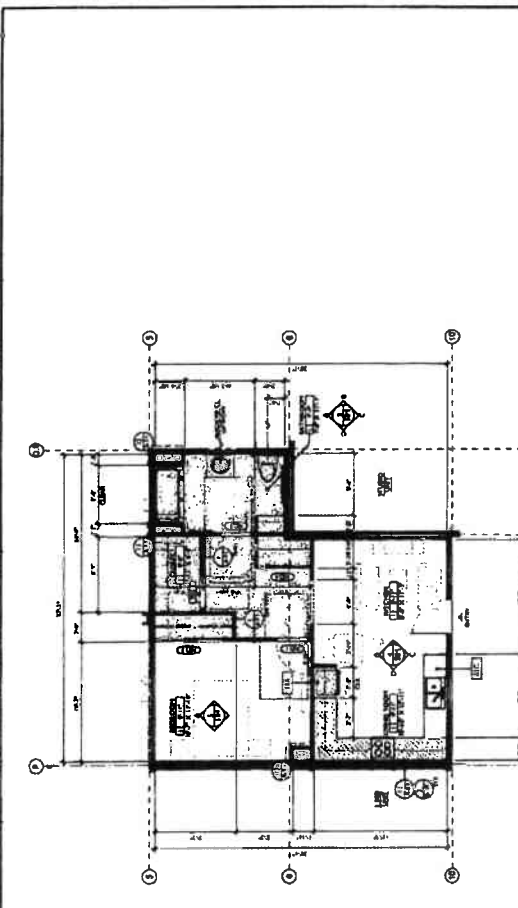
**ELECTRICAL ENGINEER**  
 CH2M HILL  
 10000 N. DE SOTO AVENUE  
 CHICAGO, IL 60658  
 Tel: 773 474 7339

**Mechanical/Plumbing  
 & HVAC ENGINEER**  
 CH2M HILL  
 10000 N. DE SOTO AVENUE  
 CHICAGO, IL 60658  
 Tel: 773 474 7339

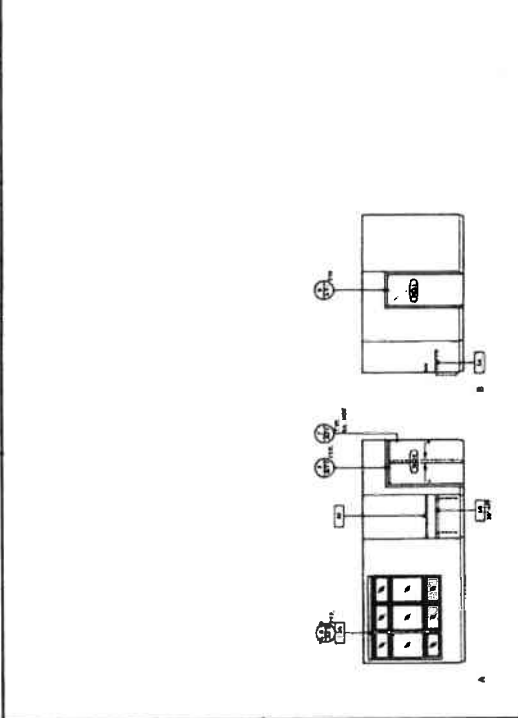
DATE: 11/14/07
PROJECT: VISTA SUNRISE II APARTMENTS
NO. OF SHEETS: 17
SHEET NO.: A-6.5
SCALE: AS SHOWN
DESIGNED BY: [Name]
CHECKED BY: [Name]
DATE: 11/14/07

**NOTES**

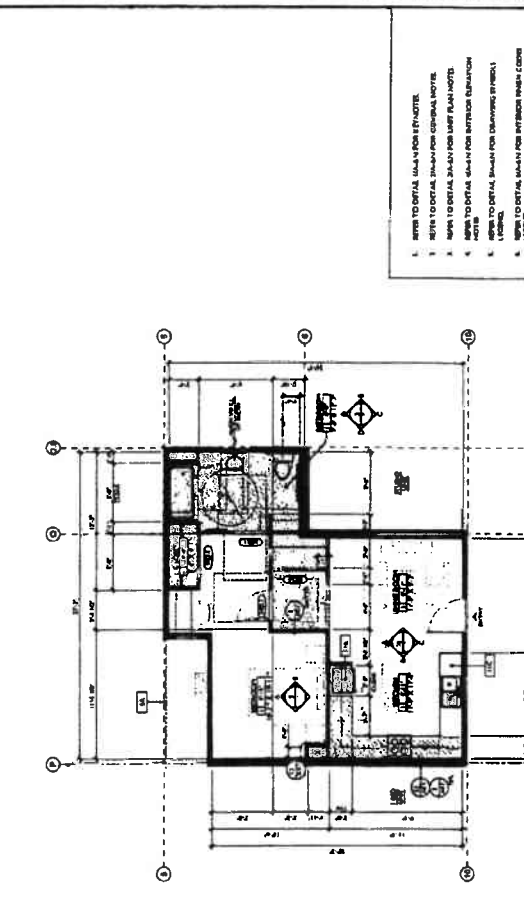
- REFER TO DETAIL 100A FOR FINISHES.
- REFER TO DETAIL 100B FOR GENERAL NOTES.
- REFER TO DETAIL 100C FOR UNIT FLOOR FINISHES.
- REFER TO DETAIL 100D FOR INTERIOR PARTITION FINISHES.
- REFER TO DETAIL 100E FOR EXTERIOR PARTITION FINISHES.
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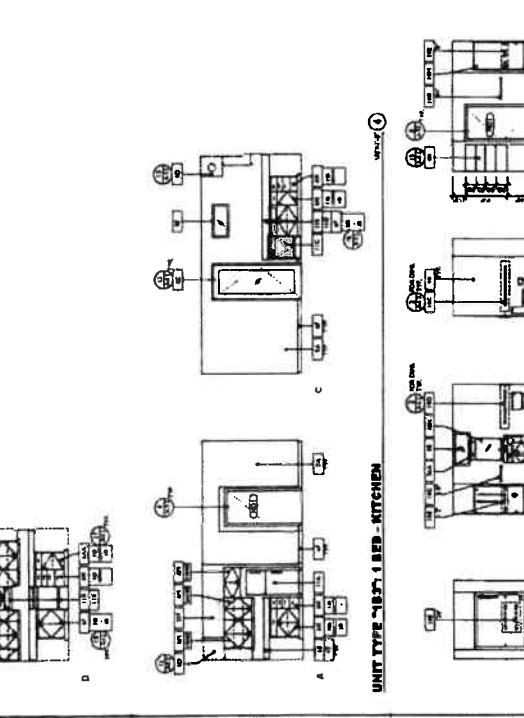
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 SCALE: 1/8" = 1'-0"



**UNIT TYPE -1B57-1 BED - BEDROOM**  
 SCALE: 1/8" = 1'-0"



**UNIT TYPE -1B57-1 BED - BEDROOM**  
 SCALE: 1/8" = 1'-0"



**UNIT TYPE -1B57-1 BED - BEDROOM**  
 SCALE: 1/8" = 1'-0"


**A-6.5**

**NOTES**

**INTERACTIVE DESIGN CORPORATION**

ARCHITECTURE  
ENVIRONMENTAL ART

191, Chalk Drive  
Palo Alto, California 94301  
T: 781.352.1100  
www.interactivedesign.com



**VISTA SUNRISE II APARTMENTS**  
1977 N. MARSHBURY WAY  
PALO ALTO, CA 94301

**COACHELLA VALLEY HOUSING COALITION**  
46-791 HOBBS RD, SUITE 10  
PALM SPRINGS, CA 92262  
CONTACT: JIM HARRIS  
T: 760.326.1177

**ARCHITECT**  
DORIS COOPER  
1000 S. GARDEN ST.  
PALM SPRINGS, CA 92262  
T: 760.326.1177

**ENGINEER**  
JAMES HARRIS  
1000 S. GARDEN ST.  
PALM SPRINGS, CA 92262  
T: 760.326.1177

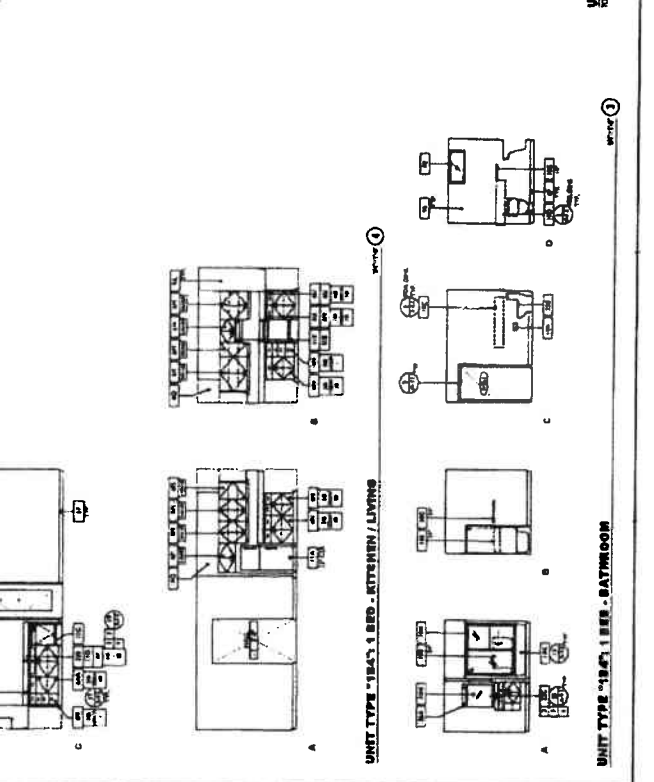
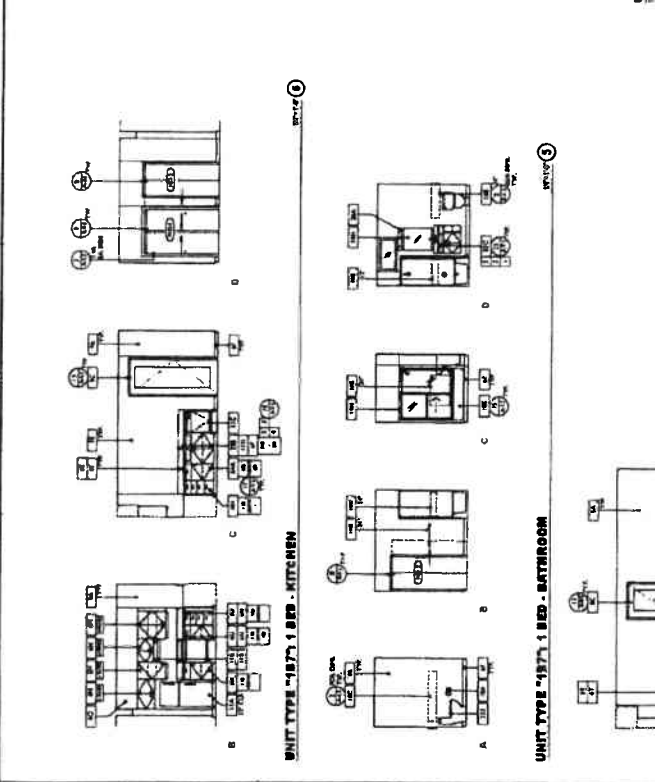
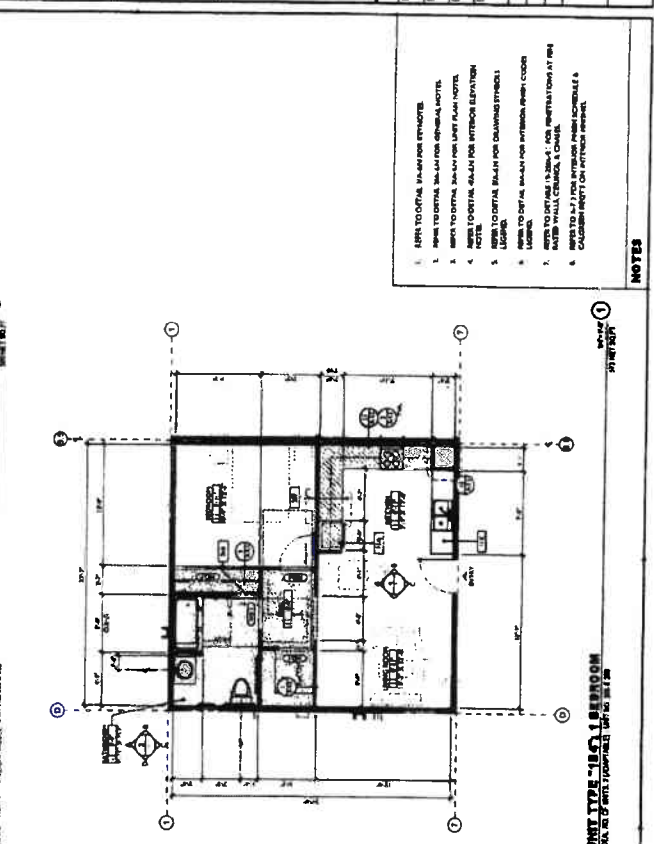
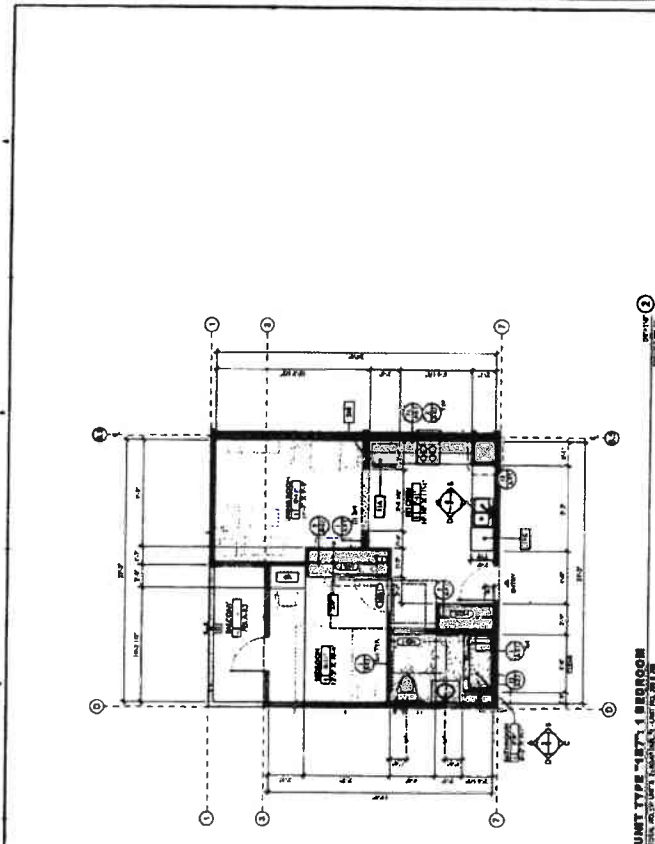
**MECHANICAL/ELECTRICAL/PLUMBING ENGINEER**  
MARTIN CLARK  
1000 S. GARDEN ST.  
PALM SPRINGS, CA 92262  
T: 760.326.1177

**31 AUGUST 1993**

DATE: 31 AUG 1993  
PROJECT: VISTA SUNRISE II APARTMENTS  
SHEET: UNIT PLANS - 1 BEDROOM  
SCALE: AS SHOWN  
DRAWN BY: JIM HARRIS  
CHECKED BY: JIM HARRIS  
DATE: 31 AUG 1993

**NOTES**

1. REFER TO OTHER DRAWINGS FOR DETAILS.
2. REFER TO OTHER DRAWINGS FOR UNIT PLAN NOTES.
3. REFER TO OTHER DRAWINGS FOR INTERIOR ELEVATION.
4. REFER TO OTHER DRAWINGS FOR EXTERIOR ELEVATION.
5. REFER TO OTHER DRAWINGS FOR EXTERIOR FINISHES.
6. REFER TO OTHER DRAWINGS FOR INTERIOR FINISHES.
7. REFER TO OTHER DRAWINGS FOR INTERIOR FLOOR COVERS.
8. REFER TO OTHER DRAWINGS FOR INTERIOR WALL COVERS.
9. REFER TO OTHER DRAWINGS FOR INTERIOR CEILING COVERS.
10. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION WALLS.
11. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION CEILING.
12. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION FLOOR.
13. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION ROOF.
14. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION FOUNDATION.
15. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION STRUCTURE.
16. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION UTILITIES.
17. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION MECHANICAL/ELECTRICAL/PLUMBING.
18. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION FINISHES.
19. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION ACCESSORIES.
20. REFER TO OTHER DRAWINGS FOR INTERIOR PARTITION SCHEDULES.



**INTERACTIVE DESIGN CORPORATION**  
 ARCHITECTURE  
 ENVIRONMENTAL ART  
 191 L. Clark Drive  
 Suite 100  
 Palo Alto, CA 94301  
 Tel: 650.321.1000  
 www.interactivedesign.com

**VISTA SUNRISE II APARTMENTS**  
 1577 R. SUNRISE WAY  
 PALM SPRINGS, CA 92251

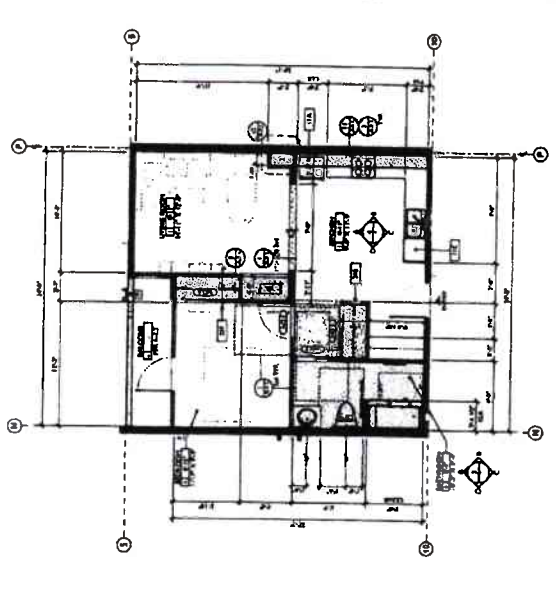
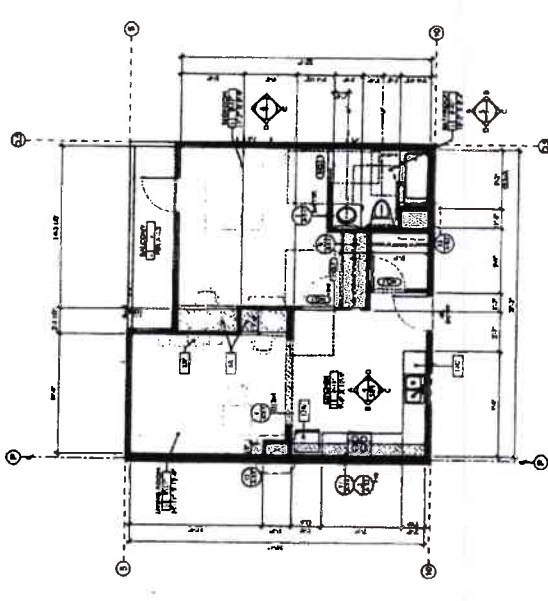
**COACHELLA VALLEY HOUSING COALITION**  
 48-101 BROADWAY ST, SUITE 10  
 PALM SPRINGS, CA 92262  
 TEL: 760.371.1000  
 FAX: 760.371.1001

**GENERAL CONTRACTOR**  
 JACOBS CONSTRUCTION  
 10000 N. CENTRAL EXPRESSWAY  
 SUITE 100  
 PALM SPRINGS, CA 92262  
 TEL: 760.371.1000  
 FAX: 760.371.1001

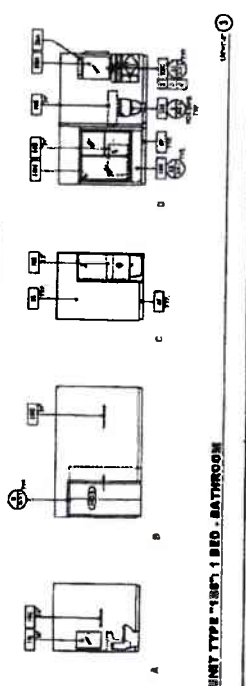
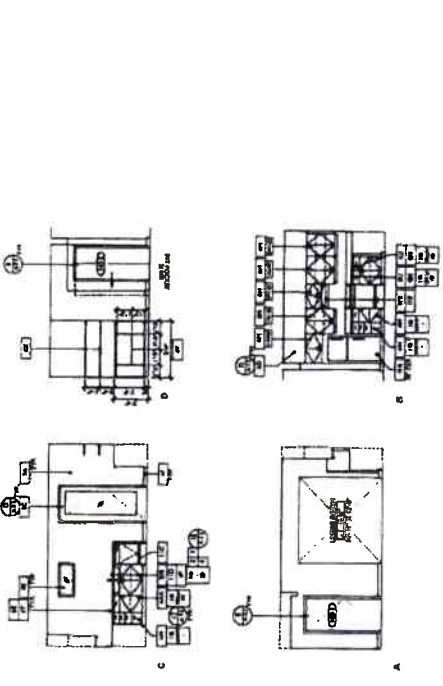
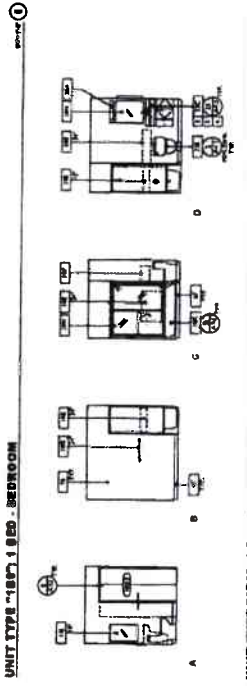
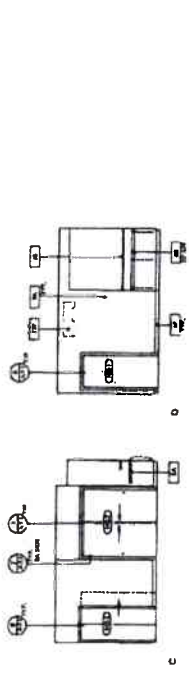
**Mechanical Engineering**  
 JACOBS CONSTRUCTION  
 10000 N. CENTRAL EXPRESSWAY  
 SUITE 100  
 PALM SPRINGS, CA 92262  
 TEL: 760.371.1000  
 FAX: 760.371.1001

31 AUG 21	
DATE	31 AUG 21
BY	JAC
REVISION	
NO.	DESCRIPTION
1	ISSUED FOR PERMITS
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR OCCUPANCY
4	ISSUED FOR AS-BUILT
5	ISSUED FOR RECORD
6	ISSUED FOR ARCHIVE
7	ISSUED FOR LEGAL
8	ISSUED FOR OTHER
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100	ISSUED FOR OTHER

**A-6.7**



- NOTES**
1. REFER TO OTHER SHEETS FOR DETAILS.
  2. REFER TO OTHER SHEETS FOR GENERAL NOTES.
  3. REFER TO OTHER SHEETS FOR UNIT FLOOR PLAN.
  4. REFER TO OTHER SHEETS FOR APARTMENT BATHROOM.
  5. REFER TO OTHER SHEETS FOR APARTMENT KITCHEN.
  6. REFER TO OTHER SHEETS FOR APARTMENT LIVING ROOM.
  7. REFER TO OTHER SHEETS FOR APARTMENT BEDROOM.
  8. REFER TO OTHER SHEETS FOR APARTMENT HALLWAY.
  9. REFER TO OTHER SHEETS FOR APARTMENT ENTRY.
  10. REFER TO OTHER SHEETS FOR APARTMENT STORAGE.
  11. REFER TO OTHER SHEETS FOR APARTMENT UTILITY.
  12. REFER TO OTHER SHEETS FOR APARTMENT BALCONY.
  13. REFER TO OTHER SHEETS FOR APARTMENT TERRACE.
  14. REFER TO OTHER SHEETS FOR APARTMENT PORCH.
  15. REFER TO OTHER SHEETS FOR APARTMENT PATIO.
  16. REFER TO OTHER SHEETS FOR APARTMENT DRIVEWAY.
  17. REFER TO OTHER SHEETS FOR APARTMENT GARAGE.
  18. REFER TO OTHER SHEETS FOR APARTMENT CARPORT.
  19. REFER TO OTHER SHEETS FOR APARTMENT STAIRS.
  20. REFER TO OTHER SHEETS FOR APARTMENT ELEVATORS.
  21. REFER TO OTHER SHEETS FOR APARTMENT COMMON AREAS.
  22. REFER TO OTHER SHEETS FOR APARTMENT EXTERIOR FINISHES.
  23. REFER TO OTHER SHEETS FOR APARTMENT INTERIOR FINISHES.
  24. REFER TO OTHER SHEETS FOR APARTMENT MECHANICAL.
  25. REFER TO OTHER SHEETS FOR APARTMENT ELECTRICAL.
  26. REFER TO OTHER SHEETS FOR APARTMENT PLUMBING.
  27. REFER TO OTHER SHEETS FOR APARTMENT FIRE PROTECTION.
  28. REFER TO OTHER SHEETS FOR APARTMENT SAFETY.
  29. REFER TO OTHER SHEETS FOR APARTMENT ACCESSIBILITY.
  30. REFER TO OTHER SHEETS FOR APARTMENT ENERGY EFFICIENCY.
  31. REFER TO OTHER SHEETS FOR APARTMENT SUSTAINABILITY.
  32. REFER TO OTHER SHEETS FOR APARTMENT WELLNESS.
  33. REFER TO OTHER SHEETS FOR APARTMENT COMMUNITY.
  34. REFER TO OTHER SHEETS FOR APARTMENT CULTURE.
  35. REFER TO OTHER SHEETS FOR APARTMENT ART.
  36. REFER TO OTHER SHEETS FOR APARTMENT MUSIC.
  37. REFER TO OTHER SHEETS FOR APARTMENT THEATRE.
  38. REFER TO OTHER SHEETS FOR APARTMENT FILM.
  39. REFER TO OTHER SHEETS FOR APARTMENT GARDENING.
  40. REFER TO OTHER SHEETS FOR APARTMENT SPORTS.
  41. REFER TO OTHER SHEETS FOR APARTMENT RECREATION.
  42. REFER TO OTHER SHEETS FOR APARTMENT EDUCATION.
  43. REFER TO OTHER SHEETS FOR APARTMENT HEALTH CARE.
  44. REFER TO OTHER SHEETS FOR APARTMENT SENIOR CARE.
  45. REFER TO OTHER SHEETS FOR APARTMENT CHILD CARE.
  46. REFER TO OTHER SHEETS FOR APARTMENT PET CARE.
  47. REFER TO OTHER SHEETS FOR APARTMENT VETERINARY CARE.
  48. REFER TO OTHER SHEETS FOR APARTMENT FINANCIAL SERVICES.
  49. REFER TO OTHER SHEETS FOR APARTMENT LEGAL SERVICES.
  50. REFER TO OTHER SHEETS FOR APARTMENT REAL ESTATE SERVICES.
  51. REFER TO OTHER SHEETS FOR APARTMENT TRANSPORTATION SERVICES.
  52. REFER TO OTHER SHEETS FOR APARTMENT UTILITIES SERVICES.
  53. REFER TO OTHER SHEETS FOR APARTMENT MAINTENANCE SERVICES.
  54. REFER TO OTHER SHEETS FOR APARTMENT SECURITY SERVICES.
  55. REFER TO OTHER SHEETS FOR APARTMENT CLEANING SERVICES.
  56. REFER TO OTHER SHEETS FOR APARTMENT LANDSCAPING SERVICES.
  57. REFER TO OTHER SHEETS FOR APARTMENT PEST CONTROL SERVICES.
  58. REFER TO OTHER SHEETS FOR APARTMENT FIRE SERVICES.
  59. REFER TO OTHER SHEETS FOR APARTMENT POLICE SERVICES.
  60. REFER TO OTHER SHEETS FOR APARTMENT EMERGENCY SERVICES.



**INTERACTIVE DESIGN CORPORATION**

ARCHITECTURE  
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195 S. Chas. Drive  
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**VISTA SUNRISE II  
APARTMENTS**  
15700 S. SUNRISE WAY  
PALM SPRINGS, CA 92262

**COACHELLA  
VALLEY HOUSING  
COALITION**  
4-9111 MONTECITO BLVD. SUITE G  
PALM SPRINGS, CA 92262  
CONTRACT NO. 15700-01  
TEL: 760-333-3100

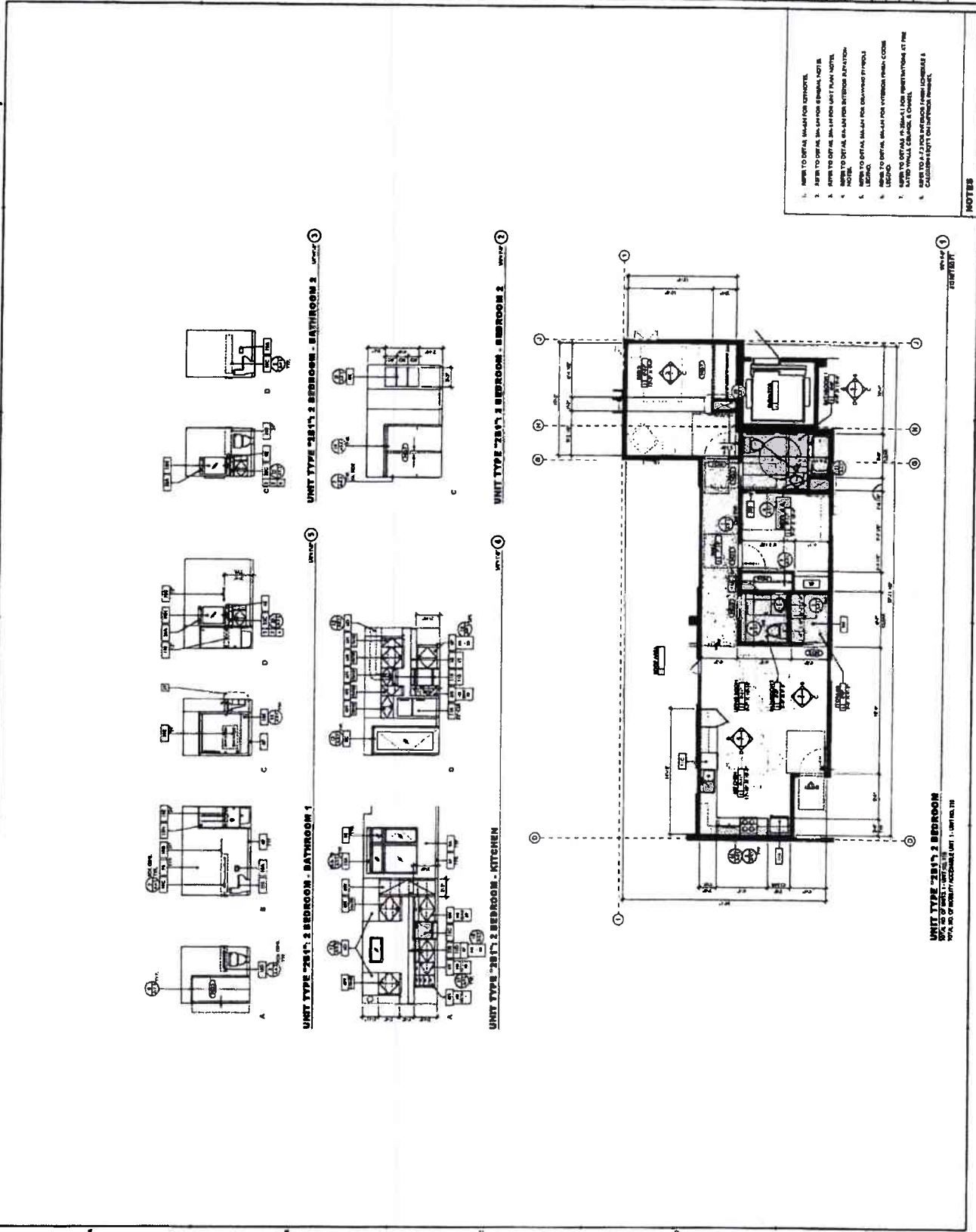
**ARCHITECT:**  
Interactive Design Corporation  
195 S. Chas. Drive  
Anaheim, CA 92801  
Tel: 714.233.4400

**GENERAL CONTRACTOR:**  
TERRACON BUILDERS  
15700 S. SUNRISE WAY  
PALM SPRINGS, CA 92262  
Tel: 760.333.3100

**MECHANICAL/ELECTRICAL/PLUMBING ENGINEER:**  
M&E CONSULTANTS  
15700 S. SUNRISE WAY  
PALM SPRINGS, CA 92262  
Tel: 760.333.3100

DATE	31 AUG 21
DESCRIPTION	MECHANICAL/ELECTRICAL/PLUMBING
BY	CDM
CHECKED BY	CDM
DATE	1993
UNIT PLANS - 1 BEDROOM	

**A-6.8**



- NOTES**
- REFER TO DETAIL SHEETS FOR EXTERIOR.
  - REFER TO DETAIL SHEETS FOR EXTERIOR LIGHTS.
  - REFER TO DETAIL SHEETS FOR UNIT PLUMBING.
  - REFER TO DETAIL SHEETS FOR INTERIOR PLUMBING.
  - REFER TO DETAIL SHEETS FOR EXTERIOR FINISHES.
  - REFER TO DETAIL SHEETS FOR INTERIOR FINISHES.
  - REFER TO DETAIL SHEETS FOR INTERIOR LIGHTS.
  - REFER TO DETAIL SHEETS FOR INTERIOR LIGHTS.
  - REFER TO DETAIL SHEETS FOR INTERIOR LIGHTS.
  - REFER TO DETAIL SHEETS FOR INTERIOR LIGHTS.
  - REFER TO DETAIL SHEETS FOR INTERIOR LIGHTS.
  - REFER TO DETAIL SHEETS FOR INTERIOR LIGHTS.

**NOTES**

**UNIT TYPE "2B1" 2 BEDROOM**  
NO. OF UNITS: 1 UNIT IN 119

**UNIT TYPE "2B1" 1 BEDROOM**  
NO. OF UNITS: 1 UNIT IN 119

**INTERACTIVE DESIGN CORPORATION**

ARCHITECTURE  
LANDSCAPE  
ENVIRONMENTAL ART

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F: 950.271.1700  
www.interactivedesign.com



**VIETA SUNRISE II APARTMENTS**  
SPECIAL NEEDS HOUSING  
1575 N. SUMNER WAY  
PACIFIC PALMS, CA 92783

**COACHELLA VALLEY HOUSING COALITION**  
46371 LINDEN AVE. SUITE C  
INDIO, CA 91701  
CONTACT: JACQUELINE KEMPTON  
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**STRUCTURAL ENGINEER**  
Paul Thomas & Partners  
1000 N. Market Street, Suite 100  
San Jose, CA 95128  
T: 950.271.1717

**ELECTRICAL ENGINEER**  
ETS Electrical Consulting  
1000 N. Market Street, Suite 100  
San Jose, CA 95128  
T: 950.271.1717

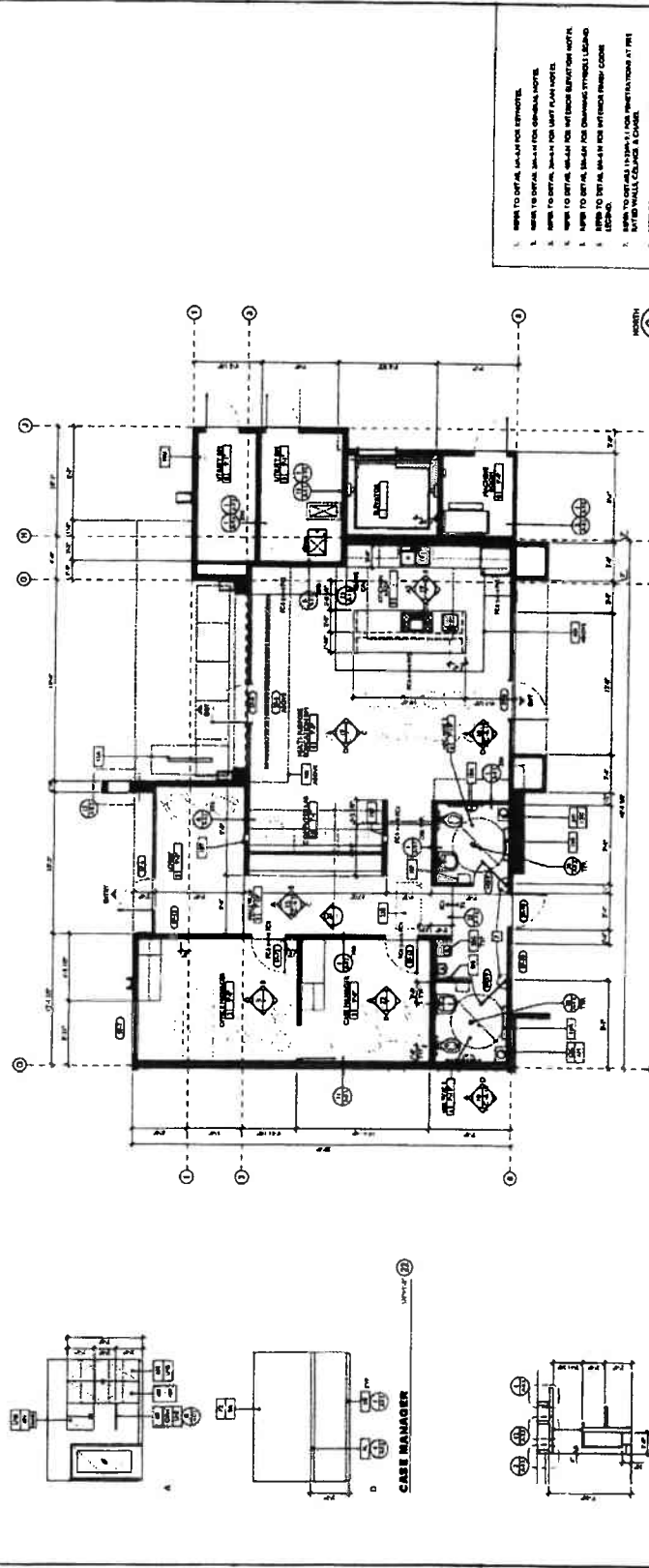
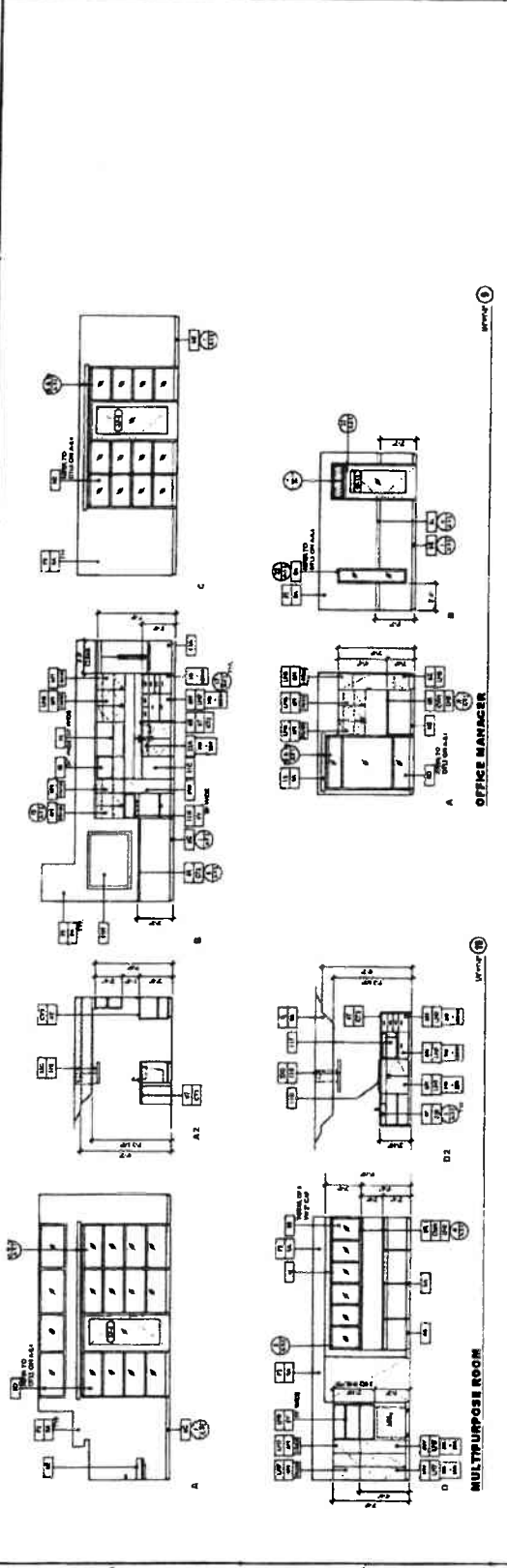
**MEDICAL/CALIFORNIA LICENSED ENGINEER**  
SEAN CLARK, Consultant  
1000 N. Market Street, Suite 100  
San Jose, CA 95128  
T: 950.271.1717

**FIRE PROTECTION ENGINEER**  
DAVIDSON STEARNS  
1000 N. Market Street, Suite 100  
San Jose, CA 95128  
T: 950.271.1717

NO.	DATE	DESCRIPTION
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**AC-6.9**

UNIT TYPE COMMUNITY BUILDING  
FLOOR PLAN

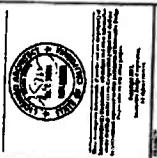


**NOTES**

- REFER TO OTHER DRAWINGS FOR ELEVATIONS.
- REFER TO OTHER DRAWINGS FOR GENERAL NOTES.
- REFER TO OTHER DRAWINGS FOR UNIT FLOOR PLAN NOTES.
- REFER TO OTHER DRAWINGS FOR INTERIOR FINISHES NOTES.
- REFER TO OTHER DRAWINGS FOR DIMENSIONS, FINISHES, LEGENDS, ETC.
- REFER TO OTHER DRAWINGS FOR SPECIFICATIONS BY PERMITS.
- REFER TO ALL JOB SPECIFICATIONS, SCHEDULES & SUPPLEMENTARY CONTRACT DOCUMENTS.
- REFER TO ALL PERMITS FOR ALL UTILITIES, ACCESSORIES, ETC.



**INTERACTIVE DESIGN CORPORATION**  
 ARCHITECTURE  
 TOWNSCAPE  
 ENVIRONMENTAL ART  
 181 S. Oak Drive  
 Palo Alto, CA 94301  
 Tel: 650.325.4149  
 Fax: 650.325.4144



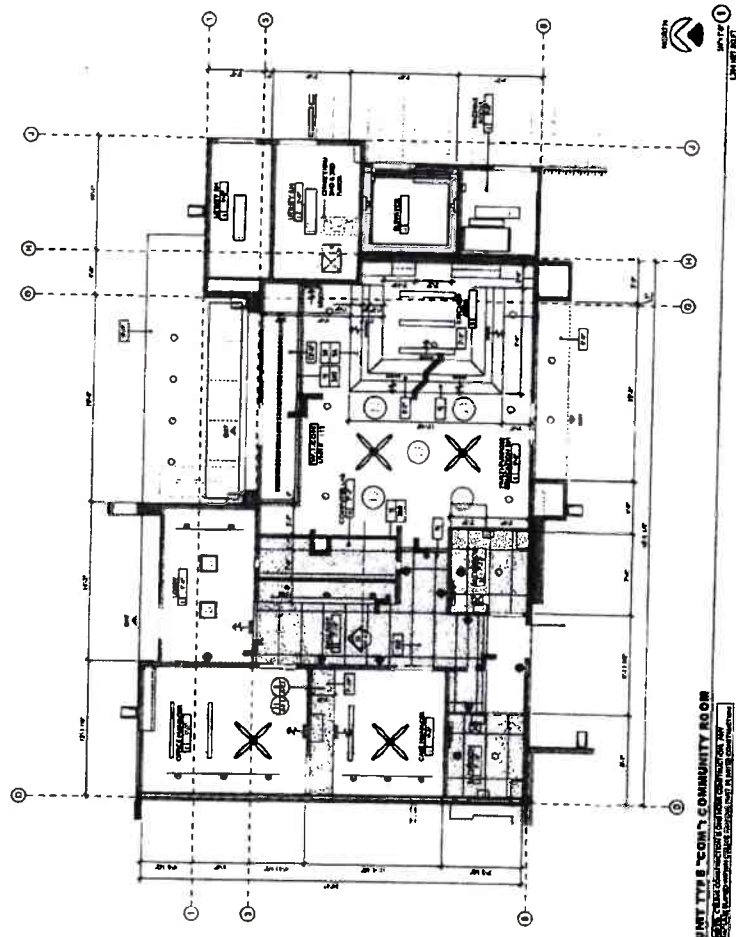
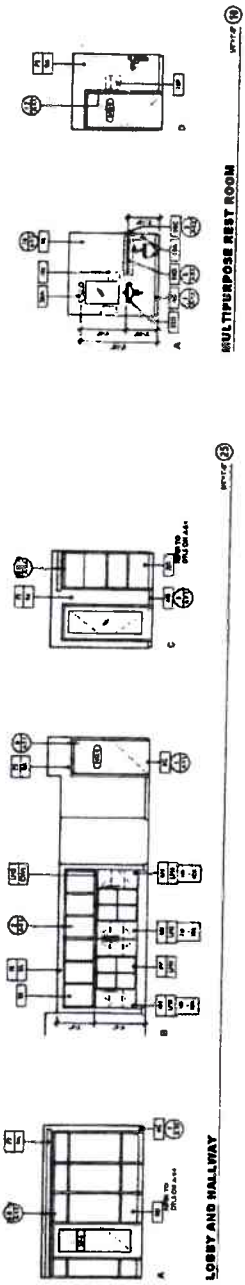
**VISTA SUNRISE II APARTMENTS**  
 48-191 HORNWOOD ST., SUITE 0  
 PALM SPRINGS, CALIFORNIA 92262  
 TEL: 760.325.4149

**COACHELLA VALLEY HOUSING COALITION**  
 48-191 HORNWOOD ST., SUITE 0  
 PALM SPRINGS, CALIFORNIA 92262  
 TEL: 760.325.4149

**ARCHITECT**  
 Interactive Design Corporation  
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 Palo Alto, CA 94301  
 Tel: 650.325.4149  
**STRUCTURAL ENGINEER**  
 CH2M HILL  
 1000 N. Milpitas Blvd.  
 Milpitas, CA 95035  
 Tel: 408.372.1000  
**ELECTRICAL ENGINEER**  
 CH2M HILL  
 1000 N. Milpitas Blvd.  
 Milpitas, CA 95035  
 Tel: 408.372.1000  
**MECHANICAL ENGINEER**  
 CH2M HILL  
 1000 N. Milpitas Blvd.  
 Milpitas, CA 95035  
 Tel: 408.372.1000  
**PLUMBING ENGINEER**  
 CH2M HILL  
 1000 N. Milpitas Blvd.  
 Milpitas, CA 95035  
 Tel: 408.372.1000

31 AUGUST 1993

PROJECT NO.	00000000
DATE	08/31/93
PROJECT NAME	VISTA SUNRISE II APARTMENTS
CLIENT	COACHELLA VALLEY HOUSING COALITION
PROJECT ADDRESS	48-191 HORNWOOD ST., SUITE 0, PALM SPRINGS, CA 92262
PROJECT TYPE	APARTMENTS
PROJECT PHASE	REFLECTED CEILING PLAN



- KEY LEGEND**
- 1. CONCRETE FLOOR
  - 2. CONCRETE SLAB ON GROUND
  - 3. CONCRETE FLOOR WITH FINISH
  - 4. CONCRETE FLOOR WITH FINISH AND CARPET
  - 5. CONCRETE FLOOR WITH FINISH AND TILE
  - 6. CONCRETE FLOOR WITH FINISH AND POLISHED CONCRETE
  - 7. CONCRETE FLOOR WITH FINISH AND GRANITE
  - 8. CONCRETE FLOOR WITH FINISH AND MARBLE
  - 9. CONCRETE FLOOR WITH FINISH AND STONE
  - 10. CONCRETE FLOOR WITH FINISH AND WOOD
  - 11. CONCRETE FLOOR WITH FINISH AND VINYL
  - 12. CONCRETE FLOOR WITH FINISH AND LINOLEUM
  - 13. CONCRETE FLOOR WITH FINISH AND RUBBER
  - 14. CONCRETE FLOOR WITH FINISH AND GLASS
  - 15. CONCRETE FLOOR WITH FINISH AND METAL
  - 16. CONCRETE FLOOR WITH FINISH AND PAPER
  - 17. CONCRETE FLOOR WITH FINISH AND FABRIC
  - 18. CONCRETE FLOOR WITH FINISH AND LEATHER
  - 19. CONCRETE FLOOR WITH FINISH AND SUEDE
  - 20. CONCRETE FLOOR WITH FINISH AND WOOL
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905 CONSTRUCTION DOCUMENTS PROGRESS SET



**INTERACTIVE DESIGN CORPORATION**

ARCHITECTURE  
TOWNSCAPE  
ENVIRONMENTAL ART

191 S. Coast Street,  
Suite 10  
Pasadena, California 91101  
T: 781 322 0399  
www.interactivedesign.com



**VISTA SUNRISE II  
APARTMENTS  
SPECIAL NEEDS HOUSING  
11111 S. WILSON WAY  
PALM SPRINGS,  
CA 92262**

**CLIENT**  
**COACHELLA  
VALLEY HOUSING  
CORPORATION  
45201 MONROE ST., SUITE 600  
INDIO, CA 92201  
KENNETH RODGERS  
714 863 3177 2883**

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Interactive Design Corporation  
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**STRUCTURAL ENGINEER**  
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PALM SPRINGS, CA 92262  
T: 951 863 3177

**ELECTRICAL ENGINEER**  
MICHAEL J. CROSBY  
10101 S. WILSON WAY  
PALM SPRINGS, CA 92262  
T: 781 322 0399

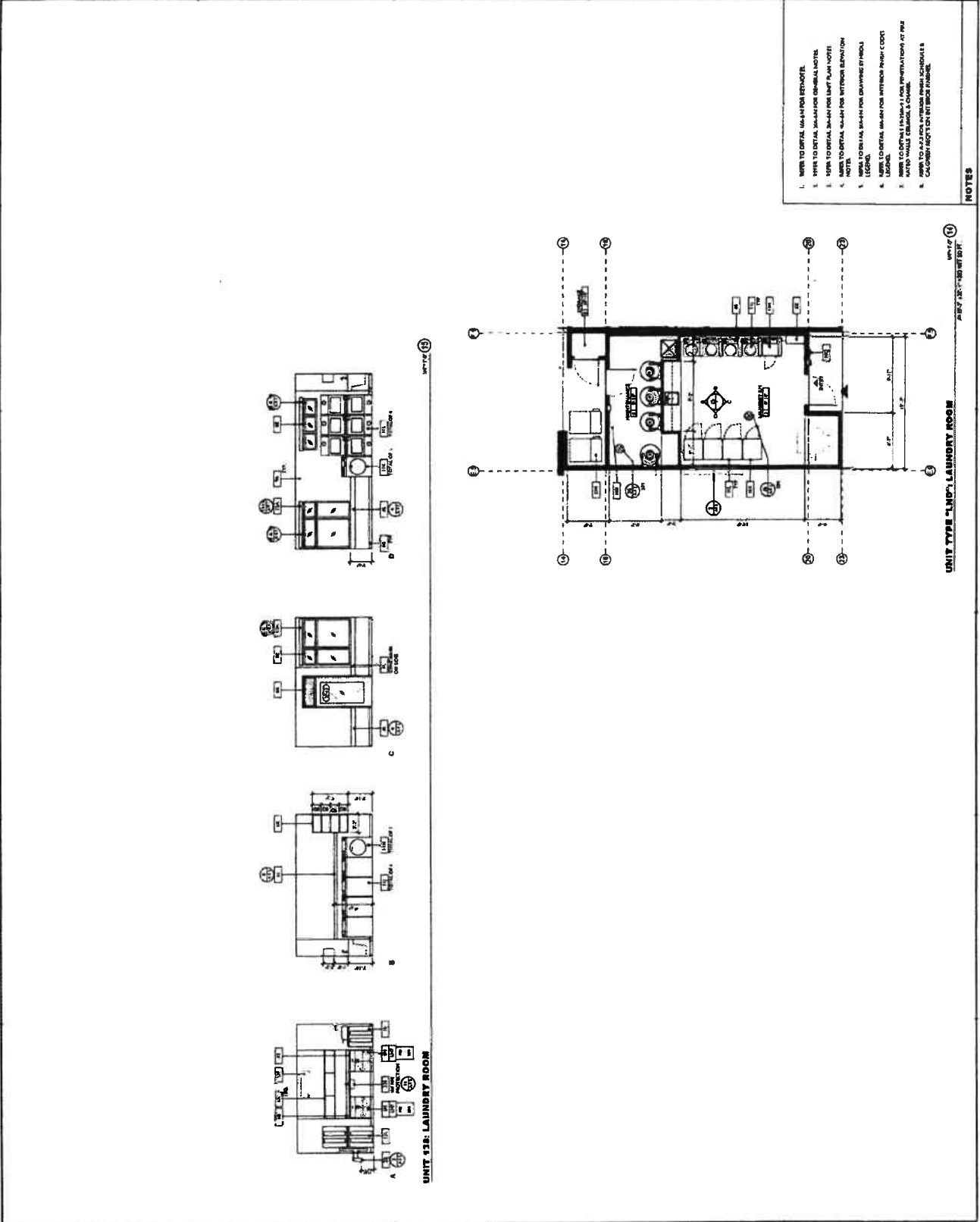
**MECHANICAL/LUMINOUS  
ENGINEERING**  
UNITED ENGINEERS CONSULTANTS  
11111 S. WILSON WAY  
PALM SPRINGS, CA 92262  
T: 781 322 0399

**PILE PROTECTION**  
Shaw Pittman Architects  
10101 S. WILSON WAY  
PALM SPRINGS, CA 92262  
T: 781 322 0399

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REVISION	
NO.	DATE
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**1903**  
**LAUNDRY ROOM  
FLOOR PLAN**

**AC-6.11**



- NOTES**
1. REFER TO OTHER DRAWINGS FOR REFERENCE.
  2. REFER TO OTHER DRAWINGS FOR GENERAL NOTES.
  3. REFER TO OTHER DRAWINGS FOR UNIT PLAN NOTES.
  4. REFER TO OTHER DRAWINGS FOR INTERIOR FINISHES NOTES.
  5. REFER TO OTHER DRAWINGS FOR INTERIOR FINISHES (LUMINOUS).
  6. REFER TO OTHER DRAWINGS FOR INTERIOR FINISHES (MECHANICAL).
  7. REFER TO OTHER DRAWINGS FOR INTERIOR FINISHES (ELECTRICAL).
  8. REFER TO OTHER DRAWINGS FOR INTERIOR FINISHES (AUTO WALLS, CEILING, & CHAIR).
  9. REFER TO ALL OTHER INTERIOR FINISHES SCHEDULES & COORDINATE WITH INTERIOR FINISHES.

**UNIT TYPE "LND" LAUNDRY ROOM**  
REVISED BY: [signature]

# **Exhibit C**

## **Description of Housing**

## Vista Sunrise II Apartments

**Project Site:** Vista Sunrise II will be located at 1527 Vista Way, Palm Springs Ca 92262. Assessors parcel number is 507100041.

**Total number of units in project covered by this Agreement:** 35 units

**Location of units on site:** These will be floating units throughout the development.

**Number of contract units by area (size) and number of bedrooms and bathrooms:** Contract units consist of 24 0-bedroom/one bathroom and 11 one-bedroom/one bathroom which total the 35 assisted units. Square footage of the SRO's varies from 390-478 sqft. and the one-bedrooms vary from 554-726 sqft.

**Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner:**

**Services:** Please see attached "Exhibit C-Supportive Services"

**Maintenance:** All maintenance to building exterior, interior, site areas, common area recreational space, interior and exterior will be the owners' responsibilities with no charge to the residents.

**Laundry:** Common laundry machines – machines will be purchased and maintained by Owner; Residents pay per use.

**Equipment:** Each unit shall be equipped with a refrigerator, stove/oven, HVAC and blinds.

**Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant:**

Type of Utility/Appliance	Tenant Paid Utilities	Owner Paid Utilities
Sewer		X
Water		X
Electric (heating/cooling, cooking)		X
Solar		X
Trash		X
Telephone/Cable	X	
Internet	X	

**Estimated initial rent to owner for the contract units:**

Unit Type	Estimated Initial Rent
SRO units	\$1050
One-bedroom units	\$1216

## Exhibit C – Supportive Services

### Vista Sunrise II Apartments

Residents at Vista Sunrise II will have free access to supportive services provided by Riverside University Health System-Behavioral Health. In addition to Behavioral Health, DAP Health will also provide comprehensive case management and supportive services including medical, dental, and pharmacy.

**Case Manager:** As part of a multidisciplinary team providing mental health services to severely mentally ill consumers, case managers provide bio-psycho-social evaluation and assessment services for individuals and families that relate to their social, cultural, occupational, educational, family, legal, medical, and chemical dependency background and history, as well as counseling and crisis intervention services, all of which are conducted consistent with consumer consent and participation. Case managers may recommend treatments that may include individual therapy, group therapy and consultation with psychiatry along with providing general case management services which include, but are not limited to, assisting consumers in accessing benefits, housing, employment and vocational services, transportation assistance, and linages with services in other department programs and/or community-based providers.

**Peer Support Specialist:** Under the clinical supervision of licensed, multidisciplinary professional staff, the Peer Support Specialist (PSS) will provide information, support, assistance and advocacy for families and caregivers of the consumers of RUHS-BH and will work as part of a multidisciplinary team providing mental health services to severely mentally ill consumers and their caregivers. In addition, as a member of the treatment team, the PSS provides outreach, rehabilitation services and case management services that assists clients and their families/caregivers in utilizing community resources, developing coping skills, developing, and implementing recovery plans and utilizing education resources. The PSS will provide linkage services, information and referrals to clients and caregivers to access community-based supports and the services and programs of partnering agencies. The PSS will provide these services based on their experience and perspective as a caregiver of a recipient of mental health services.

**Clinical Therapist:** Under general supervision and as a member of a multidisciplinary treatment team, the Clinical Therapist (CT) will complete a bio-psycho-social history and assessment and an initial treatment plan and will provide mental health services to consumers and their families and/or support system utilizing mental status exams and general clinical assessments leading to clinical diagnosis and treatment. These services will include individual, family, and group psychotherapy, with an emphasis on accepted evidenced base practices, as well as collateral contacts that will assist the client in making positive behavioral changes leading to an optimal quality of life within the most autonomous and lest restrictive living environment. These services will be provided within a clinic, out in the field, or at other agencies or locations as needed.

These duties include case coordination and service planning, case management services including consultation with the medication team, crisis resolution including 5150 evaluations and consumer transitioning, providing community education and information, and providing referrals to appropriate providers and community resources. The CT will follow up with necessary with those consumers who have been referred for outpatient services after being released from in-patient psychiatric care. The CT will utilize time-limited behavioral and problem resolution interventions as indicated for consumers with severe persistent mental illness.

**Computer Training:** CVHC will contract with a computer instructor to provide computer training to the residents.

# **Exhibit D**

HAP PART I

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**NEW CONSTRUCTION OR REHABILITATION**

**PART 1 OF HAP CONTRACT**

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**1. CONTRACT INFORMATION**

**a. Parties**

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of the County of Riverside (PHA) and  
Vista Sunrise II, L.P. (owner).

**b. Contents of contract**

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

**c. Contract exhibits**

The HAP contract includes the following exhibits:

**EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY**

THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

#### ADDITIONAL EXHIBITS

d. **Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).**

**Single-Stage Project**

This is a single-stage project. For all contract units, the effective date of the HAP contract is: 09/01/2023

**Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 10).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP



contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.206(c)).

**e. Term of the HAP contract**

**1. Beginning of term**

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: 20 years.
- b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

**3. Extension of term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

**4. Requirement for sufficient appropriated funding**

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

**f. Occupancy and payment**

**1. Payment for occupied unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

**2. Vacancy payment**

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may cover only the period the unit remains vacant.

- c. The PHA may make vacancy payments to the owner only if:
  - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
  - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
  - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
  - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

**3. PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

**g. Income-mixing requirement**

- 1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not

make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of contract units in front of the applicable form of assistance):

- \_\_\_ Public Housing or Operating Funds;
- \_\_\_ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- \_\_\_ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- \_\_\_ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

- Rent Supplement Program;
- Rental Assistance Program;
- Flexible Subsidy Program.

The following total number of contract units received a form of HUD assistance listed above: 35. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- Section 236;
- Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Flexible Subsidy Program.

The following total number of contract units were subject to a federal rent restriction listed above: 0. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:

a Place a check mark here  if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

\_\_\_\_\_.

b. Place a check mark here  if any contract units are designated for occupancy by families eligible for supportive services. The

following number of contract units shall be rented to families  
eligible for supportive services:

29

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

**EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT**

FORM APPROVED COUNTY COUNSEL  
BY *[Signature]* 12/08/2021  
AMRIT P. DHILLON DATE

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>  Housing Authority of the County of Riverside
<b>By:</b> Signature of authorized representative
<b>Carrie Harmon, Deputy Executive Director</b> <b>Name and official title (Print)</b>
<b>Date</b>
<b>OWNER See attached signature block</b> <b>Name of Owner (Print)</b>  Vista Sunrise II, L.P.
<b>By:</b> Signature of authorized representative
<b>Name and official title (Print)</b>
<b>Date</b>

**FORM**

**Project-Based Voucher Program  
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**HUD 52530A Page - 9 of Part 1  
(07/2019)**

Vista Sunrise II, L.P.,  
a California limited partnership

By: CVHC Sunrise Vista LLC,  
a California limited liability company,  
its managing general partner

By: Coachella Valley Housing Coalition,  
a California nonprofit public benefit corporation,  
its sole/member/manager

By: \_\_\_\_\_  
Pedro S.G. Rodriguez,  
Interim Executive Director/CFO

By: Sunrise DAP LLC,  
a California limited liability company,  
its administrative general partner

By: Desert AIDS Project,  
a California nonprofit public benefit corporation,  
its sole/member/manager

By: \_\_\_\_\_  
David Brinkman,  
Chief Executive Officer



**EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED  
AND ACCEPTED IN STAGES**

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

<b>STAGE NO. 1:</b> The Contract is hereby executed for the contract units in this stage.
<b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b>
<b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b>
<b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

Previous editions are obsolete

<b>STAGE NO. 2:</b> The Contract is hereby executed for the contract units in this stage. <b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

<b>STAGE NO. 3:</b> The Contract is hereby executed for the contract units in this stage.
<b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b>
<b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b>
<b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

<b>STAGE NO. __:</b> The Contract is hereby executed for the contract units in this stage. <b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By: Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By: Signature of authorized representative
Name and official title (Print)
Date

# Exhibit A of HAP

## Vista Sunrise II Apartments

Project Name: Vista Sunrise II

Address: 1527 Sunrise Way, Palm Springs Ca 92262

APN: 507100041

**Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 35**

**Total Number Units in the Project: 61**

**Description and Quantity in Project:**

PBV units: 24 SRO's, 11- One-bedroom

Total units: 35 units

**Project Based Section 8 Voucher:** \*Accessible with mobility feature \*\*Accessible with communication feature

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
SRO / One Bathroom	30%	2	101, 103
SRO/ One Bathroom	40%	3	206, 207, 211*
One Bedroom/ One Bathroom	40%	1	212*
	<b>Total</b>	<b>6 Units</b>	

**Project Based Voucher: NPLH:** \*Accessible with mobility feature \*\*Accessible with communication feature

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
SRO / One Bathroom	30%	19	105*, 106*, 107, 108, 116*, 117*, 122, 123, 124, 125, 128**, 129, 130, 136**, 137, 201, 203, 204, 205,
One Bedroom/ One Bathroom	30%	10	110**, 111*, 120, 121, 208, 209, 214, 215, 308, 309
	<b>Total</b>	<b>29 Units</b>	

**Initial Rent to Owner for Contract Units (net of HACR utility allowance):**

- Contract rent for
    - 0 br / SRO \$1,050 - \$0 (Utility Allowance) = \$1,050 Contract Rent
    - 1 br \$1,216 - \$0 (Utility Allowance) = \$1,216 Contract Rent
- \*See attached Estimated Initial Rent document from HACR**

# Exhibit B of HAP

## **Vista Sunrise II Apartments**

### **Services, Maintenance, and Equipment to be Provided by the Owner Without Charges in Addition to Rent to Owner:**

**Services:** Please see attached "Exhibit B of HAP-Supportive Services"

**Maintenance:** All maintenance to building exterior, interior, site areas, common area recreational space, interior and exterior will be the owners' responsibilities with no charge to the residents.

**Laundry:** Common laundry machines – machines will be purchased and maintained by Owner; Residents pay per use.

**Equipment:** Each unit shall be equipped with a refrigerator and stove/oven that meets Housing Quality Standards and are energy efficient.



## **Exhibit B of HAP – Supportive Services**

### **Vista Sunrise II Apartments**

Residents at Vista Sunrise II will have free access to supportive services provided by Riverside University Health System-Behavioral Health. In addition to Behavioral Health, DAP Health will also provide comprehensive case management and supportive services including medical, dental, and pharmacy.

**Case Manager:** As part of a multidisciplinary team providing mental health services to severely mentally ill consumers, case managers provide bio-psycho-social evaluation and assessment services for individuals and families that relate to their social, cultural, occupational, educational, family, legal, medical, and chemical dependency background and history, as well as counseling and crisis intervention services, all of which are conducted consistent with consumer consent and participation. Case managers may recommend treatments that may include individual therapy, group therapy and consultation with psychiatry along with providing general case management services which include, but are not limited to, assisting consumers in accessing benefits, housing, employment and vocational services, transportation assistance, and linkages with services in other department programs and/or community-based providers.

**Peer Support Specialist:** Under the clinical supervision of licensed, multidisciplinary professional staff, the Peer Support Specialist (PSS) will provide information, support, assistance and advocacy for families and caregivers of the consumers of RUHS-BH and will work as part of a multidisciplinary team providing mental health services to severely mentally ill consumers and their caregivers. In addition, as a member of the treatment team, the PSS provides outreach, rehabilitation services and case management services that assist clients and their families/caregivers in utilizing community resources, developing coping skills, developing, and implementing recovery plans and utilizing education resources. The PSS will provide linkage services, information and referrals to clients and caregivers to access community-based supports and the services and programs of partnering agencies. The PSS will provide these services based on their experience and perspective as a caregiver of a recipient of mental health services.

**Clinical Therapist:** Under general supervision and as a member of a multidisciplinary treatment team, the Clinical Therapist (CT) will complete a bio-psycho-social history and assessment and an initial treatment plan and will provide mental health services to consumers and their families and/or support system utilizing mental status exams and general clinical assessments leading to clinical diagnosis and treatment. These services will include individual, family, and group psychotherapy, with an emphasis on accepted evidenced base practices, as well as collateral contacts that will assist the client in making positive behavioral changes leading to an optimal quality of life within the most autonomous and least restrictive living environment. These services will be provided within a clinic, out in the field, or at other agencies or locations as needed. These duties include case coordination and service planning, case management services including consultation with the medication team, crisis resolution including

5150 evaluations and consumer transitioning, providing community education and information, and providing referrals to appropriate providers and community resources. The CT will follow up with necessary with those consumers who have been referred for outpatient services after being released from in-patient psychiatric care. The CT will utilize time-limited behavioral and problem resolution interventions as indicated for consumers with severe persistent mental illness.

**Computer Training:** CVHC will contract with a computer instructor to provide computer training to the residents.

## EXHIBIT C of HAP

### Vista Sunrise II Apartments

#### **Utilities paid by Owner:**

- Sewer
- Electric (heating/cooling, cooking)
- Solar (electric)
- Water
- Trash

#### **Utilities paid by Residents:**

- Telephone/Cable
- Internet

## Exhibit D of HAP

### Vista Sunrise II Apartments

#### **Features Provided to Comply with Program Accessibility Features of Section 504 of the Rehabilitation Act of 1973**

##### At Section 504 SITE Design

- Accessible path to park, parking, common areas and all unit entrances thru curb ramps and sidewalks within required sloped.
- Handicap Van parking stall located near amenities such as trash enclosure and handicap accessible apartment units.
- Handicap Electric Vehicle Van Parking stall located near park amenities and handicap accessible apartment units.
- Electric Vehicle Charger located at EV Van parking within forward reach for handicap accessibility.
- Vertical Circulation with two elevators with ample size to include stretchers and wheelchair circulation clearances. All controls within reach.

##### At Section 504 Accessible Units - One Building with South, East, and West Wings

11 Fully Accessible Units	Ground Units: 105, 106, 111, 116, 117 Second Floor Units: 210, 211, 212 Third Floor Units: 313, 314, 317
50 Adaptable Units	Ground Units: 101, 103, 107, 108, 110, 120, 121, 122, 123, 124, 125, 128, 129, 130, 136, 137 Second Floor Units: 201, 203, 204, 205, 206, 207, 208, 209, 214, 215, 216, 217, 218, 219, 221, 222, 223, 226, 227, 228 Third Floor Units: 301, 304, 305, 306, 307, 308, 309, 316, 318, 319, 320, 323, 324, 325

- Fully Accessible units spread out throughout the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors instead of concentrating them in one area - 18% of total units – (11) are fully accessible and 82% of total units – (50) are adaptable.
  - Ground floor units – 5 units are fully accessible and remaining units are adaptable
  - Second floor units – 3 units area are fully accessible and remaining units are adaptable
  - Third floor units - 3 units area are fully accessible and remaining units are adaptable
- Accessible path to all unit entrances
- Accessible path within the unit to all rooms
  - 36" wide clearance on 3-sides of bed are provided at 50% of units
- Wardrobe Closets design with by-pass doors with minimum clearance of 34" when doors are stacked and dual level shelving and pole heights within reach at fully accessible handicap units.
- Kitchens - countertops at 34" height at handicap accessible units.
- Kitchens - countertops at 36" height at adaptable handicap units.
- Kitchens - upper cabinets at 46" max to lower shelf
- Kitchens – 30" long accessible work counter space
- Kitchens - Adaptable cabinets (removable base and doors)
- Kitchens - sink depth 6" or less
- Kitchens – Refrigerator appliances with appropriate reach distances to freezer compartments
- Kitchens – Other kitchen appliances with appropriate reach distances
- Bathrooms - appropriate toilet clearances, grab bars; vanity height and faucet clearances; grab bars as required
- Bathrooms – appropriate tub/shower clearances
- 13% of total units – (7) are communication unit with
  - Visual/flashing doorbell
  - Additional audible/visual smoke detector and fire alarms

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**AGREEMENT TO ENTER INTO A  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**NEW CONSTRUCTION OR REHABILITATION**

**PART II**

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

**2.1 Training, Employment, and Contracting Opportunities**

- A. The project assisted under this Agreement is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR part 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. This shall be a condition of the Federal financial assistance provided to the project, binding upon the owner, the owner's contractors and subcontractors, successors and assigns. Failure to fulfill these requirements shall subject the owner, the owner's contractors and subcontractors, successors and assigns to the sanctions specified by this Agreement, and to such sanctions as are specified by 24 CFR part 135.
- B. The owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$100,000 the following clause:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135

require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Pursuant to 24 CFR §135.90, recipients of HUD financial assistance that is subject to Part 135 requirements, are required to submit Section 3 Annual Reports on Form HUD-60002 to the Office of Fair Housing and Equal Opportunity (FHEO). This form must be submitted electronically and can be found at [www.hud.gov/section3](http://www.hud.gov/section3).
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
8. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## 2.2 Equal Employment Opportunity

- A. The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;



layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- B. The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.
- C. The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.
- D. The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

## 2.3 Reserved

## 2.4 HUD—Federal Labor Standards Provisions

The owner is responsible for inserting the entire text of section 2.4 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.4. (Note: Sections 2.4(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

*(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.*

*Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-*

1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

*(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.*

*(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.*

*(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.*

*(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and*

*on account of the contractor or subcontractor to the respective employees to whom they are due.*

*(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.*

*(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at:  
<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor*

*site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).*

*(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:*

*(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;*

*(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;*

*(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.*

*(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.*

*(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution*

under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) *The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.*

(4) Apprentices and Trainees. (i) Apprentices. *Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the*



*contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employee and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

*(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted*

*under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

*(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.*

*(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.*

*(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.4(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.4(a).*

*(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.*

*(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.*

*(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.*

*(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.*

*(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.*

*(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."*

*11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.*

*(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.*

*(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the*

*basic rate of pay for all hours worked in excess of forty hours in such workweek.*

*(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.*

*(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.*

*(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.*

*(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.*

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.*
- (2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.*
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.*

**2.5 Reserved**

**2.6 Reserved**

**2.7 Reserved**

**2.8 Wage and Claims Adjustments**

The owner shall be responsible for the correction of all violations under section 2.4, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.4. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.4.

## **2.9 Reserved**

## **2.10 Evidence of Unit(s) Completion; Escrow**

- A. The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.4 and 2.8 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.
- B. The escrows required under this section and section 2.8 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

## **2.11 Flood Insurance**

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

**Tenancy Addendum  
Section 8 Project-Based  
Voucher Program**  
(to be attached to the lease)

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.25 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner and the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the PBV program.

**Instructions for use of Tenancy Addendum:**

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.

Part B: Tenancy addendum (no information is entered in this part).

**How to fill in Part A - Section by Section Instructions:**

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

Enter address of unit, including apartment number, if any.

**Section 4. Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

**Section 6. Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term.

**Section 7. Initial Tenant Rent**

Enter the initial monthly amount of tenant rent.

**Section 8. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 9. Utilities and Appliances**

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

Previous editions are obsolete

Form HUD 52530.c  
(07/2019)  
Page 1 of 12

**Part A of the Tenancy Addendum**

(Fill out all of the information in Part A.)

- 1. **Contents of Tenancy Addendum**  
This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

- 2. **Tenant**

- 3. **Contract Unit**

- 4. **Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

- 5. **Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial lease term ends on (mm/dd/yyyy): \_\_\_\_\_

- 6. **Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

- 7. **Initial Tenant Rent**

The initial tenant rent is: \$ \_\_\_\_\_ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

- 8. **Initial Housing Assistance Payment**

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_\_\_\_\_ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.



**9. Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Provided by	Paid by	
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other			
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other			
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other			
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
						<b>Provided by</b>
Refrigerator						
Range/Microwave						
Other (specify)						

**Signatures:**

**Owner**

**Tenant**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Print or Type Name of Family Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name of Family Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Land Use Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**CONSENT TO ASSIGNMENT  
OF AHAP CONTRACT AND HAP CONTRACT  
AS SECURITY FOR FINANCING**

**I. IDENTIFICATION OF AHAP CONTRACT**

<b>Annual Contribution Contract Number:</b> _____
<b>OMB Approval Number:</b> <u>2577-0169</u>
<b>Project Name:</b> <u>Vista Sunrise II Apartments</u>
<b>Project Location:</b> <u>Southwest corner of Vista Chino and Sunrise Way in the City of Palm Springs</u>
_____
_____
_____
_____

JAN 11 2022 10.2

**II. NAMES**

<b>Contract administrator</b>
<u>Housing Authority of the County of Riverside</u>
<b>Contract administrator address</b>
<u>5555 Arlington Avenue, Riverside, CA 92504-2506</u>
<b>Attention:</b> <u>Deputy Executive Director</u>
<b>Owner</b> <u>Vista Sunrise II, L.P.</u>
<b>Owner address</b>
<u>45701 Monroe Street Ste. G, Indio CA 92201</u>
<b>Attention:</b> <u>Pedro S. G. Rodriguez, Interim Executive Director/CFO</u>
<b>Lender</b> <u>Wells Fargo Bank, National Association</u>
<b>Lender address</b>
<u>301 S. College Street</u>
<u>MAC D1053-170</u>
<u>Charlotte, North Carolina 28288</u>
<b>Attention:</b> <u>Manager, Deal Management</u>

**III. DEFINITIONS**

ACC. Annual Contributions Contract.

AHAP Contract. The Project Based Voucher Agreement to Enter into Housing Assistance Payments Contract entered into between Owner and the Housing Authority dated 2/07/2022 pursuant to which the Housing Authority agreed to enter into a HAP Contract, subject to the satisfaction of certain conditions precedent, pursuant to the terms and conditions set forth therein.

**ASSIGNMENT AS SECURITY.** The creation of a security interest in the owner's interest pursuant to the AHAP Contract, and/or HAP Contract once executed, and a transfer of such security interest to an assignee secured party.

**CONSENT TO ASSIGNMENT.** This Consent to Assignment of AHAP Contract and HAP Contract as Security for Financing executed by the Housing Authority of the County of Riverside and Vista Sunrise II, L.P..

**CONTRACT ADMINISTRATOR.** HUD or a PHA acting as contract administrator under an ACC with HUD, including the Housing Authority.

**FULL ASSIGNMENT.** An assignment of the AHAP contract or the HAP Contract other than an assignment as security. "Full Assignment" includes a sale, conveyance or other transfer of the AHAP Contract or the HAP Contract, voluntary or involuntary, to an assignee or successor in interest.

**HAP CONTRACT.** The Housing Assistance Payments Contract for units in the Project. The HAP Contract shall be entered into between the Owner and the Contract Administrator pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) and the terms and conditions set forth in the AHAP Contract.

**HOUSING AUTHORITY.** Housing Authority of the County of Riverside, a public entity, corporate and politic.

**LENDER.** Wells Fargo Bank, National Association.

**OWNER.** Vista Sunrise II, L.P.

**PHA.** Public Housing Agency, the Housing Authority of the County of Riverside, a public entity corporate and politic.

**PROJECT.** The project identified in section I of this Consent to Assignment of AHAP Contract and HAP Contract as Security for Financing.

**SECURED PARTY.** A party that holds a security interest in the Owner's interest under the AHAP Contract and/or the HAP Contract, including the Lender and an assignee of Lender that is a financial institution or bank assuming the construction loan and/or permanent loan for the Project from Lender.

#### **IV. BACKGROUND**

Pursuant to the terms of the AHAP Contract, neither the AHAP Contract nor the HAP Contract (including any interest in the HAP Contract or any payments under the HAP Contract) may be assigned without the prior written consent of the Housing Authority and HUD.

The Owner has advised the Housing Authority that the Owner wants to grant the Lender a security interest in the AHAP Contract and the HAP Contract, as security for a loan by the Lender to the Owner with respect to the Project.

#### **V. CONSENT TO ASSIGNMENT AS SECURITY**

By execution of this Consent to Assignment as security, the Housing Authority consents to the assignment as security of the AHAP Contract and the HAP Contract, once executed, by the Owner to the Lender as security for a loan by the Lender to the Owner with respect to the Project subject to the conditions set forth in Section VII below. The Housing Authority's consent herein shall not be construed to relieve or release Owner from its duty to comply with any of its obligations under the AHAP Contract and the HAP Contract and any related agreements.

This Consent to Assignment is not consent for any other or further assignment of the AHAP Contract and the HAP Contract (including any interest in the HAP Contract or any payments under the HAP Contract) by the Owner or Lender to any other assignee, transferee or successor in interest, except for an assignee, transferee or successor in interest, that is a financial institution or bank assuming the construction loan and/or permanent loan for the Project from Lender, and the Housing Authority has received written documentation evidencing such assignment, transfer or succession in interest to the subject loan.

Except as provided in the aforementioned paragraph, any subsequent transfers of the Lender's security interest to successor secured parties will require prior written consent from the Housing Authority in its reasonable discretion.

#### **VI. EFFECT OF CONSENT TO ASSIGNMENT**

Neither HUD nor the Housing Authority is a party to the Lender loan or the loan documents, nor to any assignment of the AHAP Contract or the HAP Contract by the Owner to the Lender as security for the loan, or to any transfer or assignment of the AHAP Contract or the HAP Contract or the loan by the Lender. Issuance of this consent to assignment by the Housing Authority does not signify that HUD or the Housing Authority has reviewed, approved or agreed to the terms of any

financing or refinancing; to any term of the Lender loan documents; or to the terms of any assignment of the AHAP Contract or the HAP Contract by the Owner to the Lender as security for the Lender's loan, or by the Lender to any transferee of the loan.

This Consent to Assignment of the AHAP Contract and the HAP Contract, once executed, does not change the terms of the AHAP Contract or HAP Contract in any way, and does not change the rights or obligations of HUD, the Housing Authority or the Owner under the AHAP Contract or the HAP Contract. The creation or transfer of any security interest in the AHAP Contract to Lender and the HAP Contract, once executed, is limited to amounts payable under the HAP Contract in accordance with the terms of the HAP Contract.

Any assignment granted by Owner to Lender of Owner's rights under the AHAP Contract and/or HAP Contract shall be valid and effective until such time as all of Owner's obligations under the Lender loan documents are otherwise fulfilled or fully performed and all loan documents and loan commitments have terminated, after which time such assignment shall terminate.

Except as otherwise specifically provided herein, the grant of consent by the Housing Authority to assignment of the HAP Contract and the AHAP Contract by the Owner to the Lender does not constitute consent to any further assignment or other transfer of the HAP Contract and/or AHAP Contract or of any interest in the Property, including any further assignment or transfer to any assignee, transferee or successor in interest.

#### **VII. EXERCISE OF SECURITY INTEREST - ASSIGNEE ASSUMPTION OF AHAP AND HAP CONTRACT OBLIGATIONS**

Notwithstanding the Housing Authority's grant of consent to assignment by the Owner of a security interest in the HAP Contract and AHAP Contract to the Lender as security for the Lender loan (and the further assignment of such security interest by Lender to an assignee, transferee, or successor in interest, that is a financial institution or bank assuming the construction loan and/or permanent loan for the Property from Lender) the Housing Authority's execution of this Consent to Assignment does not constitute consent to a full assignment of the AHAP Contract and HAP Contract to any entity, including the Lender or any successor Secured Party.

A Secured Party may not exercise any rights or remedies against the Housing Authority or HUD under the AHAP Contract and/or the HAP Contract and shall not have any right to receive housing assistance payments that may be payable to the Owner under the HAP Contract, until and unless the following conditions

precedent are satisfied:

- The Housing Authority and HUD, if required, have approved in writing, the Secured Party as successor to the Owner pursuant to the AHAP contract and the HAP Contract, and
- The Secured Party seeking to exercise such rights or remedies, or to receive such payments, has executed and delivered, in a form first approved by the Housing Authority, County Counsel, and HUD, in accordance with HUD requirements, an agreement by the Secured Party to (i) comply with all the terms of the AHAP Contract and the HAP Contract, and (ii) assume all obligations of the Owner under the AHAP Contract and the HAP Contract.

### **VIII. PAYMENT TO SECURED PARTY**

Subject to a Secured Party's satisfaction of the conditions precedent set forth in the second paragraph of Section VII. above, when a Secured Party notifies the Housing Authority in writing, that housing assistance payments payable pursuant to the HAP Contract should be directed to the Secured Party (in accordance with paragraph VII above), the Housing Authority may make such payments to the Secured Party instead of the Owner provided the Secured Party provides written evidence to the Housing Authority of Owner's default, after notice and opportunity to cure, under the Secured Party's loan documents. Any payments by the Housing Authority to the Secured Party shall be credited against amounts payable by the Housing Authority to the Owner pursuant to the AHAP Contract and the HAP Contract.

### **IX. WHEN ASSIGNMENT IS PROHIBITED**

This Consent to Assignment as security shall be void ab initio if HUD determines that any assignee, or any principal or interested party of the assignee, is debarred, suspended or subject to a limited denial of participation under 24 CFR part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

### **X. GENERAL PROVISIONS**

a) Defaults and Remedies

1. Defaults - General

Failure or delay by Owner and/or Lender to perform any term or provision of this Consent to Assignment constitutes a default under this Consent to Assignment. Owner and/or Lender must commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence. The Housing Authority shall give written notice of default to the party in default, specifying the default complained of by the Housing Authority. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Consent to Assignment, any failures or delays by the Housing Authority in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the Housing Authority in asserting any of its rights and remedies shall not deprive the Housing Authority 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.

If a monetary or non-monetary event of default occurs, prior to exercising any remedies hereunder, the Housing Authority shall give the party in default written notice of such default. The party in default shall have a period of ninety (90) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured party.

2. Institution of Legal Actions

Subject to the notice and cure provisions above, in addition to any other rights or remedies, the Housing Authority may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Consent to Assignment. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

3. The rights and remedies of the Housing Authority provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Consent to Assignment.

b) Independent Capacity. Owner and Lender shall act at all times in an independent capacity during the term of this Consent to Assignment, and shall



not act as, shall not be, nor shall they in any manner be construed or deemed to be agents, officers, or employees of the Housing Authority.

c) Severability. Each paragraph and provision of this Consent to Assignment is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

d) Notices. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the parties are required or permitted to give to the other party pursuant to this Consent to Assignment shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered (or upon recipient's refusal to accept delivery)); or (b) sent by Federal Express (or other similar national overnight courier) (any notice so delivered shall be deemed to have been received on the next business day following delivery by the courier (or upon recipient's refusal to accept delivery)); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

Housing Authority:	5555 Arlington Avenue Riverside, CA 92504-2506 Attention: Assistant Director
Owner:	<u>Vista Sunrise II, L.P.</u> <u>45-701 Monroe Street Suite G.</u> <u>Indio, Ca 92201</u> Attention: <u>Pedro S. G. Rodriguez, Interim Executive Director / CFO</u>
Lender:	<u>Wells Fargo Bank, National Association</u> <u>301 S. College Street</u> <u>MAC D1053-170</u> <u>Charlotte, North Carolina 28288</u> Attention: <u>Manager, Deal Management</u>

or such other address as a party may designate in writing to the other parties.

- e) **Governing Law; Jurisdiction, and Venue.** This Consent to Assignment shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this Consent to Assignment shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Consent to Assignment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- f) **Binding Effect.** This Consent to Assignment, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. All covenants and agreements of Owner and Lender shall be joint and several.
- g) **No Third Party Beneficiaries.** The parties to this Consent to Assignment acknowledge and agree that the provisions of this Consent to Assignment are for the sole benefit of Housing Authority, Owner and Lender, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
- h) **Modifications or Amendments.** This Consent to Assignment shall not be modified or amended except in a written document signed by authorized representatives of both the Housing Authority, Owner and Lender.
- i) **Forbearance by Housing Authority not a Waiver.** Any waiver by the Housing Authority of any breach of any one or more of the terms of this Consent to Assignment shall not be construed to be a waiver of any subsequent or other breach of the same or of any term thereof. Failure on the part of the Housing Authority to require exact, full, and complete compliance with any terms of this Consent to Assignment shall not be construed as in any manner changing the terms hereof, or estopping the Housing Authority from enforcement hereof.
- j) **Nonliability of Housing Authority Officials and Employees.** No member, official, employee or consultant of the Housing Authority shall be personally liable to the Owner or Lender, or any successor in interest, in the event of any default or breach by the Housing Authority or for any amount which may become due to the Owner or Lender or to their respective successors, or on any obligations under the terms of this Consent to Assignment.

k) **Further Assurances.** The Owner and Lender shall execute any further documents consistent with the terms of this Consent to Assignment, including documents in recordable form, as the Housing Authority may from time to time find necessary or appropriate to effectuate its purposes in entering into this Consent to Assignment.

l) **No Partnership.** Nothing contained in this Consent to Assignment shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than lender and borrower according to the provisions contained herein, or cause Housing Authority to be responsible in any way for the debts or obligations of Owner, Lender or any other party.

m) **Exhibits and Attachments.** Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

n) **Entire Consent to Assignment.** It is expressly agreed that this Consent to Assignment embodies the entire Consent to Assignment of the parties in relation to the subject matter hereof, and that no other Consent to Assignment or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.

o) **Effective Date.** The effective date of this Consent to Assignment is the date the Housing Authority executes this Consent to Assignment.

p) **Counterparts.** This Consent to Assignment may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same Consent to Assignment.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

**CONTRACT ADMINISTRATOR/HOUSING  
AUTHORITY**

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE,**  
a public entity, corporate and politic

By: \_\_\_\_\_  
Carrie Harmon, Deputy Executive Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:  \_\_\_\_\_  
Amrit P. Dhillon  
Deputy County Counsel

# FORM

[Owner and Lender Acknowledgment on Following Page]

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Vista Sunrise II, L.P.,  
a California limited partnership

By: CVHC Sunrise Vista LLC,  
a California limited liability company,  
its managing general partner

By: Coachella Valley Housing Coalition,  
a California nonprofit public benefit corporation,  
its sole/member/manager

By: \_\_\_\_\_  
Pedro S.G. Rodriguez,  
Interim Executive Director/CFO

By: Sunrise DAP LLC,  
a California limited liability company,  
its administrative general partner

By: Desert AIDS Project,  
a California nonprofit public benefit corporation,  
its sole/member/manager

By: \_\_\_\_\_  
David Brinkman,  
Chief Executive Officer

**OWNER AND LENDER ACKNOWLEDGMENT OF CONSENT  
TO ASSIGNMENT OF AHAP CONTRACT AND HAP  
CONTRACT AS SECURITY**

Vista Sunrise II, L.P., a California limited partnership ("Owner") and Wells Fargo Bank, National Association, a national banking association ("Lender") hereby acknowledge, approve and accept all of the terms and conditions set forth in the Consent to Assignment of AHAP Contract and HAP Contract as Security for Financing dated 2/07/2022 ("Consent to Assignment") and executed by the Housing Authority of the County of Riverside, a public entity, corporate and politic ("Housing Authority"). In consideration for the Housing Authority's grant of such consent to assignment, the Owner and Lender agree to all the terms and conditions set forth in the Consent to Assignment, and agree that any assignment by Owner of its' interest under the AHAP and HAP Contracts to Lender is subject to all the terms and conditions contained therein.

**BORROWER: See attached signature block**

\_\_\_\_\_  
a California limited partnership

By: \_\_\_\_\_ LLC,  
a California limited liability company,  
its managing general partner

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

Date: \_\_\_\_\_

**LENDER:** \_\_\_\_\_

Wells Fargo Bank, National Association, a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_