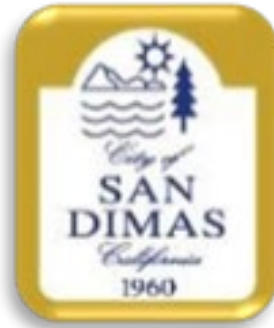


City of San Dimas California



REQUEST FOR PROPOSALS PROPERTY MANAGEMENT OF CHARTER OAK MOBILE HOME ESTATES AND MONTE VISTA PLACE SENIOR APARTMENTS

Community Development
Lily Flores
Housing Manager

PROPOSAL DUE DATE: MAY 7, 2026
City of San Dimas, California

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REQUEST FOR PROPOSALS (RFP)

The City of San Dimas (“City”) is requesting proposals from qualified property management firms, partnerships, corporations, associations, persons, or professional organizations (“Firm”) for the work entitled: PROPERTY MANAGEMENT OF CHARTER OAK MOBILE HOME ESTATES AND MONTE VISTA PLACE SENIOR APARTMENTS. In general, the Firm selected as a result of this process will provide the full service of property management services, including but not limited to, rent collection, eviction, inspection, maintenance and repair, tenant move in/out, and financial services and thereafter work cooperatively with the City, staff and consultants, to manage Charter Oak Mobile Home Estates and Monte Vista Place Senior Apartments (collectively the “Properties”).

Date of Issuance: 3/31/2026

Questions due:-4/14/2026

Due Date: -5/7/2026

Proposals shall be submitted by qualified property management firms, particularly those that have demonstrated verifiable experience in managing mobile home parks, and property maintenance for similar projects as outlined in the scope of work included in this RFP.

The proposals shall be addressed to: Lily Flores, Housing Manager

Subject: Response to RFP regarding Property Management for Charter Oak Mobile Home Estates and Monte Vista Place Senior Apartments.

Proposals shall be submitted:

San Dimas City Hall – Office of the City Clerk

245 East Bonita Ave.

San Dimas, CA 91773

All inquiries regarding the project and this RFP shall be directed to Lily Flores, Housing Manager by email at lflores@sandimasca.gov.

I. PROJECT BACKGROUND

The San Dimas Housing Authority is the owner of Charter Oak Mobile Home Estates (“Park”), a 55 years of age and older community of 185 owner occupied spaces located at 801 W Covina Boulevard in San Dimas and Monte Vista Place Senior Apartments (“Apartments”), a 62 years of age or older community of 12 apartments located at 105 N. Monte Vista Ave (collectively, the “Properties”). The City Council for the City of San Dimas sits as the Board of Directors for the Housing Authority. In addition to market rate rentals, the City provides a rent assistance program to assist eligible low to very low-income senior homeowners who pay more than 30% of their income towards housing cost with a monthly credit towards their space rent at the Park. Except as specifically provided in the Scope of Work below, all financial obligations of the Properties shall be met with City funds. Firm fee proposals should be limited to the management fee for all services

set forth in the Scope of Work below and an hourly rate for any special services beyond the proposed Scope of Work.

II. SCOPE OF WORK

A. Rent Collection

Recommend market driven rental rates, receive rents, monitor and following up on late payments, send out required notices, such as pay or quit notices, and enforce late fees.

B. Evictions

Delivery and posting of all relevant paperwork and notices provided by City legal counsel when necessary to initiate and complete an unlawful detainer action and coordinate with the City Attorney and Los Angeles County Sheriff's Department to remove tenant and tenant's possessions from spaces in compliance with federal, state and local law.

C. Inspections

Conduct periodic inspections on a predefined schedule looking for repair needs, safety hazards, code violations, lease violations, etc., and conduct inspections during new tenant move in/out.

D. Maintenance and Repair

Prioritize and provide routine maintenance of the Properties, including trash and debris cleanup, graffiti removal, paint touch up, light bulb replacement, regular mowing and weeding, etc. Maintain and monitor a 24-hour emergency repair hotline. Report to the City any repair work necessary outside the scope of routine maintenance and coordinate with any City work crews or contractors to complete the repair. Operate and maintain all common area interior and exterior improvements and common buildings, including landscaping, in good condition and repair, including necessary replacements and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies. Manage and monitor contracts with all outside contractors, including requiring the payment of prevailing wages and registration with the Department of Industrial Relations when applicable.

E. Tenant Move In

Review new tenant applications and provide recommendations to City for approval of any new tenancy. Provide leasing agreements, coordinate tenant move-in dates, review lease guidelines with tenant regarding things like rental payment terms and required property maintenance, ensure all agreements have been properly executed, perform detailed move-in inspection with tenant and have tenants sign a report

verifying the condition of the property prior to move-in, and collect first month's rent and security deposit.

F. Tenant Move Out

Inspect space and fill out a report on the property's condition when a tenant moves out, provide tenant with a copy of move-out inspection report as well as estimated damages, return the balance of any security deposit to the tenant if applicable. For the Apartments, forward any portion of the City's portion of the tenant deposit to the City or hold in owner reserves for repairs, clean space and perform any needed repairs or upgrade, and put the property back on the market for rent (as requested by the City).

G. Financial Services

Manage individual trust accounts for the Park and for the Apartments for all incoming receipts and payment of all obligations of each Property, including but not limited to all utilities, taxes, services and repairs and the Firm's management fee. Provide accounting property management services, detailed documentation of expenses via invoices and receipts, maintain all historical records (paid invoices, leases, inspection reports, warranties, etc.) and provide easy to read monthly cash-flow statements which offer a detailed breakdown of income and itemized expenses.

H. Market and Lease

Advertise (with City approval and at City expense) and promptly lease vacancies. Manage waiting list for vacancies at the Apartments. For the Park, provide a monthly report on all units for sale, in escrow, and/or delinquent in rent. Provide an affirmative marketing plan and tenant selection procedure that ensures that prospective tenants are not discriminated against due to race, religion, national origin, familial status, etc., and in compliance with the Fair Housing Act for residential properties.

I. Address Tenant Concerns

Provide a telephone number and email address for 24 hour tenant contact. Process Tenant Concern Forms and promptly address all tenant concerns with Tenant. Serve as the primary contact for tenant concerns and direct complaints away from City staff. Develop a complaint policy with procedures for review at the site manager level and escalating within the Firm to ultimate review by City only if necessary. Provide monthly report to City of concerns listed, provided resolution, and verification of date of resolution.

J. Customer Service

It's important to note that both properties to be managed consist of senior residents. While all residents are of utmost importance, senior citizens are widely recognized as a vulnerable population due to a combination of physical, social, and economic factors, making superior customer service a critical component of the services that will be provided by the selected Firm and their staff. The selected Firm will strive to provide quality service, to include but not limited to, making it a standard to treat each resident with care and respect throughout every interaction, address residents concerns with empathy, compassion, and professionalism, and ensure that management staff is available and responsive.

K. Property Rules and Regulations and Enforcement

In coordination with the approval of the City, propose and implement updates to rules and regulations for the Properties reflecting required federal, state and local regulations as well as best practice. Enforce the Property Rules and Regulations and best practices as established by the City.

L. Utilities

The procurement of any and all services and utilities in the reasonable opinion of Firm, subject to City budgeting approval, necessary to the property management and maintenance of the Properties, including, but not limited to, water, electricity, gas, fuel, telephone, vermin extermination, refuse hauling, window cleaning and janitorial services.

M. Insurance

The procurement of and the reasonable compliance with any and all insurance in the reasonable opinion of the City necessary to adequately protect City, Firm, their employees and the Properties, or as required by law, including, but not limited to, where appropriate and applicable, workers' compensation insurance, public liability insurance, fire, casualty and extended coverage insurance, burglary and theft insurance, and rental interruption insurance

N. Events and Activities/Community Relations

Social connections are vital for seniors to maintain physical, mental and emotional health. The selected Firm will coordinate, facilitate, or direct social events and activities for residents to foster community and engagement by residents. The selected Firm will ensure to prioritize consistent and respectful communication with the residents to build trust and encourage resident participation.

O. Budget and Capital Planning

Develop and propose annual and multiyear operating budget and capital improvement plan for each of the Properties reflecting the details required by the

City to ensure oversight of activities for the Properties. The capital improvement plan will be supported by a periodic condition assessment of the Properties and will project the annual projects, cost estimates, and timing of capital improvements over a 5 and 10 year period.

P. Reporting

Submit monthly reports and statements as requested by the City including, but not limited to:

1. Financial Statements including statement of income, balance sheet, cash flow, and budget variance;
2. Management Report including revenue variance, expense variance and ratios, Net operating income, maintenance, home sales, capital improvement, home rehabilitation, requisition summaries, delinquency, average rent, legal actions, turnover, new move ins, 3/60 notices, 60 day notices, complaints, clubhouse events, etc.
3. Maintain and update roster of owners and tenants within each unit, updated contact information, and provide access to such listing in the form and manner required by the City.
4. Other reports as reasonably necessary by the City to oversee and monitor activities of the Properties.

Q. Document Management

Maintain and retain appropriate documentation of the activities pertaining to the scope of service or any other such documentation as required by the City in a manner readily accessible to the City and retain such documentation for no less than three years or as required by federal, state, or local law, whichever is longer.

III. PROPOSAL REQUIREMENTS

All proposals submitted to the City must contain the following minimum information:

- A. A cover letter with contact information of principal proposer, including a listing of any and all individuals and entities with material interest (greater than 10% interest in firm) in the proposing firm or to which management of the Properties shall be entrusted.
- B. A description and statement of the firm's qualifications for this project. Listing of mobile home parks and senior housing developments managed (including any age restrictions for such mobile home parks). This includes financial statements of the firm reflecting the financial strength, capacity, and ability to manage and operate Properties such as the ones reflected in this RFP.

- C. Detailed statements regarding each of the following items:
1. Strategy to market unoccupied spaces.
 2. Organizational chart of the Management Team.
 3. Qualifications and information on potential site staff, including resumes and hourly rates for each position.
 4. Facilities and maintenance support team information.
 5. Program for tenant communications.
 6. Management Fee proposal including monthly fee for the Scope of services and Hourly Rate for extra services.
 7. A minimum of three (3) references, from within the past five (5) years, who can speak to your experience (preferably of a project similar to the one that is the subject of this RFP), including address and telephone number of each, identifying a contact person.
- D. For the past five years, provide information regarding any material sanction, penalty, or fine assessed by a federal, state, or local governmental entity regarding the management and operation of Properties reflected in this RFP by the proposing firm, its principals, or other individuals and/or entities with greater than 10% interest in the proposing firm. This should include reports issued by entities such as but not limited to the United States Department of Housing and Urban Development, California Housing and Community Development Department, county jurisdictions, or any federal or state court.
- This should also include any bankruptcy filings of the firm its principal proposer, including any individual and/or entity with material interest (greater than 10% interest) in the proposing firm or to which management of the Properties shall be entrusted.
- E. Conflict of Interest Disclosure: Provide disclosure of any familial relationships or financial interests with current City of San Dimas employees including by not limited to the members of the City Council, City Attorney, City Manager, Assistant City Manager, Senior Staff, Managers, and/or City staff.
1. Familial relationships include direct blood, adoption, relations by marriage/domestic partnership, or other amorous relationship from a principal or individual with material interest in the firm with a City employee of the first or second degree (includes uncles/aunts, first cousins, grandparents/grandchildren, parents, siblings, or such relationships between such individuals and a City employee).

2. Financial interests include any property, contractual, or financial relationship with a City employee who has decision-making, oversight, reporting or other material responsibility over the services and agreement reflected in the RFP.

IV. SELECTION PROCEDURE

- A. EVALUATION CRITERIA When selecting the Firm, the skill and ability of the entity or person performing the services is a key component of the selection criteria. Cost will be only one factor in determining the selection. All proposals will be evaluated using the following criteria.
 1. Quality and completeness of proposal
 2. Quality of the proposed services to be provided
 3. Ability and experience of team members assigned to work on the project
 4. Ability, experience and fit of the firm, its team, and capacity to provide the scope of services
 5. Creativity and insight of proposal
 6. Proposal cost
- B. The City reserves the right to award the contract to any Proposer and may award such contract to a Proposer that is not the lowest responsive Proposer and/or based on an evaluation of the totality of the criteria, submitted information, and/or any other information as may be available at the time of the award.
- C. EVALUATION PROCEDURE Evaluation of the proposals will be performed by City staff who will assess the qualifications, experience and ability to perform the work of each property management firm based on the criteria listed above. An oral interview with one or more of firms may be requested after written proposals have been received and reviewed by the City. At the time of the interview, representatives of the firm shall be prepared to clarify and elaborate on the details set forth in the firm's proposal. After the interview, if applicable, the City will proceed with negotiating with the selected firm. Other firms not selected will be notified.

V. GENERAL INFORMATION FOR PROPOSALS

The prospective property management firm shall submit three (3) hard copies, by courier or in person, of its proposal to the City not later than at 3:00 P.M. Ensure you receive confirmation of receipt by the City.

- A. Any questions related to the project and/or this RFP shall be directed to the staff member identified at the top of this RFP.

- B. The proposal shall be signed by an authorized official of the firm.
- C. All costs incurred in the preparation of the proposal shall be the sole responsibility of the firm.
- D. The City reserves the right to reject any and all proposals and to request additional information concerning any proposal for purposes of clarification.
- E. If awarded a contract, the property management firm shall maintain insurance coverage, including worker's compensation, reflecting the minimum amounts and conditions specified by the City.
- F. The terms and scope of the contract shall be arranged on the basis of professional negotiations between the City and the prospective firm. If the City and the prospective firm fail to reach a contractual agreement, the City may then negotiate with any other firm that responded to this RFP. A draft agreement has been included herein for reference only and is subject to revision at the City's discretion where necessary.
- G. The firm will comply with access of records, conflict of interest, and other laws and contract provisions as required.

VI. TERMS AND CONDITIONS

- A. Issuance of this RFP does not commit the City to award a contract for services.
- B. The City retains the right to reject any and all submittals.
- C. Once submitted, the proposals become the property of the City.
- D. The firm selected to perform the scope of services described in this RFP will be required to obtain and maintain a City of San Dimas Business License and any other federal, state or local licenses and permits required now or hereafter. For more information regarding the Business License process, or to obtain a Business License application packet, please visit the City's Business License webpage at: https://sandimasca.gov/departments/administrative_services/finance_division/business_license_related_permits.php
- E. The information presented in this RFP and in any report or other information provided by the City is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The City and its advisors provide no representations, assurances or warranties pertaining to the accuracy of the information.
- F. The City may use any and all ideas and materials included in any submittal, whether or not the respondent is selected.

- G. Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, California Government Code §§ 6250 through 6276.48) (CPRA), which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category. Proprietary information, such as financial information on the Proposing firm, shall not be disclosed unless required by law.
- H. Non-Liability: By participating in the RFP process, each respondent agrees to hold the City and its and their officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFP.

VII. ANTICIPATED SELECTION PROCESS TIMELINE

Project Benchmarks	Date
RFP Issuance	3/31/2026
Questions Due	4/14/2026
Proposals Due	5/72/026
Review by City Council	6/9/2026

VIII. ATTACHMENTS

- A. Proposed Draft Property Management Contract

AGREEMENT FOR MANAGEMENT SERVICES

Charter Oak Mobile Home Estates
&
Monte Vista Place Senior Apartments

This Agreement is made this day on _____, 2026 by and between THE CITY OF SAN DIMAS HOUSING AUTHORITY and THE CITY OF SAN DIMAS (hereafter "Owner") and _____ . (hereafter "Contractor").

In consideration of the property management services to be rendered by Contractor pursuant to this Agreement, Owner hereby designates Contractor as the exclusive Management Contractor and representative of Owner, for the purposes of managing and operating for Owner's account, the properties owned by Owner and located at 801 W. Covina Blvd in the City of San Dimas, California and commonly known as CHARTER OAK MOBILE HOME ESTATES (hereinafter called the "Park") and at 105 N. Monte Vista Place, San Dimas, California and commonly known as MONTE VISTA PLACE SENIOR APARTMENTS (hereinafter referred to as "Apartments"). Collectively the two locations are referred to herein as the "Properties."

I. Definitions and Rules of Interpretation.

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Agreement and to sustain the validity hereof.

The titles and headings of each section of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

II. Appointment of Contractor

Owner hereby appoints the Contractor exclusively to rent, lease, operate, manage and maintain the Properties, upon the terms hereinafter set forth herein. The Contractor hereby accepts such appointment as an independent contractor and agrees to the terms and conditions set forth herein.

III. Powers and Duties of Contractor

- A. *Generally.* The Contractor shall manage, operate and maintain the Properties for the period and upon the terms herein provided, and to furnish the services of its organization for the operation, management and maintenance of the Properties, according to generally accepted procedures and practices usual and customary to management of a senior mobile home parks and senior apartments or as otherwise

required by the Owner. Such services shall include, but not be limited to, the customary and ordinary maintenance and repair of the Property and its improvements, fixtures, appurtenances and grounds.

The Contractor shall engage in the appropriate procurement of any and all services and utilities in the reasonable opinion of Contractor, subject to Owner budgeting approval, necessary for the property management and maintenance of the Properties, including, but not limited to, water, electricity, gas, fuel, telephone, vermin extermination, refuse hauling, window cleaning and janitorial services.

The Contractor shall do everything reasonably necessary for the property management of the Properties including, without limitation thereto, periodic inspections, handling all tenant requests and negotiations, supervision of maintenance, arranging for any improvements and alterations as may be required or requested of Owner, purchasing all materials and supplies, contracting with independent contractors to supply services, and expending such sums as Contractor deems necessary to accomplish the foregoing. Contractor shall obtain approval from Owner for any expenditure for repairs, improvements or work in excess of five thousand dollars (\$5,000.00) for any one item or repair/replacement, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of Contractor such repairs are necessary to prevent additional damage or greater total expenditure or to protect the Properties from damage or to maintain services or conditions to the tenants as called for by their tenancy. The Contractor shall notify the Owner promptly whenever emergency repairs have been ordered or when any such action will result in the Contractor exceeding the approved budget for the appropriate line item to which such expenditure shall be accounted.

B. *Inspections.* The Contractor shall conduct regular inspections and assessments to ensure health, safety, and compliance with federal, state, and local codes, regulations, and/or agreements and to ensure proper functioning and condition of capital assets. Capital assets include land, improvements to land, buildings, building improvements, vehicles, machinery, equipment, infrastructure and all other tangible or intangible assets used in operations. The inspections and assessments shall include, but not be limited to the following

1. *Annual.* Once a year, the Contractor shall conduct a comprehensive inspection to ensure compliance with requirements of the California State Department of Housing and Community Development (HCD). The areas of inspection will include guidance provided by the HCD and HCD's Mobilehome Park Inspection Operator Information Booklet (latest edition and as updated) as well as the Properties. Owner will provide a written report identifying deficiencies, planned resolution, and date to complete

resolution for each deficiency.

2. *Monthly.* Every month, the Contractor shall conduct an inspection of common areas to identify health, safety, maintenance, or quality of life issues within common areas and capital assets.
 3. *Weekly.* On a weekly basis at the Apartments, the Contractor shall conduct a walking inspection of common areas and/or within public view to identify visible health and safety deficiencies, maintenance, or quality of life issues.
 4. *Daily.* On a daily basis at the Park, the Contractor shall conduct a walking inspection of common areas and/or within public view to identify visible health and safety deficiencies, maintenance, or quality of life issues.
- C. *Other Inspections.* The Owner may request other inspections involving Owner concerns as necessary.
- D. *Owner Inspections.* The Owner may conduct inspections of Properties as determined by the Owner. The Contractor shall not abridge or impair Owner's ability, timing or scope of inspection.
- E. *Compliance with Law.* The Contractor shall operate the Properties in compliance with all current and future provisions of federal law, the Mobile Home Residency Law (California Civil Code 798 et seq.), Title 25 of the California Administrative Code, California State law, City Municipal Code and all other applicable law, including but not limited to, any rent control ordinance or Mobile Home Accord now in effect or hereinafter enacted, and shall maintain any and all records necessary and proper to show compliance therewith.
- F. *Rent of Properties.* The Contractor shall use best efforts to secure and/or retain residents for the Properties, including the rental, repair and maintenance of any Apartment units or mobile homes situated at the Park which are owned or leased, or may hereinafter be owned or leased, by the Owner. Contractor shall collect lease applications, additional information as required by the Owner or other authoritative law or regulation and submit recommendations for approval to Owner. Owner's Housing Manager shall make the final determination within 5 working days of receipt of application to accept a rental applicant. In the event that Owner fails to respond within five (5) days, Contractor may make a final determination on the application. Contractor will finalize all paperwork to perfect the lease and secure the tenancy. The form of any rental agreement shall be approved by Owner. Any necessary advertising to rent or lease the Properties shall be done in the name of the Park or Apartments, and shall be paid for as an Operation and Maintenance Expense pursuant to Section IX hereof.

Contractor shall have the authority and exclusive right to negotiate leases and month-to-month tenancies with existing and prospective tenants upon terms and conditions approved by the Owner. All leases over one (1) year shall be approved by the Owner. The Contractor shall have the authority to: (i) sign, renew

and/or cancel rental/lease agreements with the approval of Owner and in a form approved by the Owner for the Properties or any portion thereof; (ii) collect rents, security deposits, or other charges and expenses due or to become due and give receipts thereto; (iii) sign and serve in the name of Owner such notices as are appropriate; (iv) upon approval of Owner, serve legal notices and assist local authorities and Owner with the removal or eviction of any tenant.

- G. *Repairs.* The Contractor shall have the right to make, or cause to be made and supervise repairs, decorations and alterations to the Properties, to purchase supplies and to pay all bills therefore, subject in all respects to the provisions of Section IX. Contractor will notify City of all repair work exceeding one thousand dollars (\$1000.00) and any such work shall require the payment of prevailing wages. Contractor will obtain City approval for all work exceeding five thousand dollars (\$5000.00). The Contractor agrees to obtain a minimum of three (3) estimates for any such single repair, except for emergency repairs, exceeding five thousand dollars (\$5,000). Any new construction, alteration, installation, demolition or repair work over twenty-five thousand dollars (\$25,000) or maintenance work over fifteen thousand dollars (\$15,000) shall also require contractor and project registration with the California Department of Industrial Relations (DIR). Contractor shall submit the appropriate documentation to (DIR) with a copy to the City. Public bidding procedures may be required for larger repair projects and Contractor shall cooperate with Owner to determine the necessity of any such project. In the event emergency repairs are necessary, written notification must be provided to the Owner within three (3) business days.
- H. *Utilities.* The Contractor shall have the right to make contracts, in the capacity of agent for the Owner and in the Owner's name, for electricity, natural gas, fuel, water, telephone, cable TV, trash or rubbish hauling, gardening services, pool services and other services or such of them as the Contractor shall deem advisable and/or as required by the rental/lease agreements with the residents of the Properties and the management polices as they may from time to time be amended by the Owner.
- I. *Contractor Employees.* The Contractor shall have the right to hire, discharge and supervise all labor required for the maintenance and operation of the Properties. All such employees shall be the employees of the Contractor and shall be adequately bonded, as required by Owner in Section IV Bonds and Insurance. Any such employees shall be compensated by Contractor. The cost of such employees shall be provided for in the annual budget and identified separately from the Management Fee set forth herein. Such employees shall be used solely for the maintenance and operation of the Properties. Contractor shall provide Owner with copies of titles, job descriptions and qualifications for all Contractor employees working on the Properties. In addition to the On-site Property Manager and Maintenance employee positions, Contractor will also utilize outside service providers for the maintenance and operation of the Properties.
- J. *Collection and Disposition of Gross Park Revenues.* The Contractor shall collect

and dispose of all rents and other charges which at any time are due or become due from any resident of the occupying space in the Park or the Apartments, or from others for services provided in connection with, or for the use of the Properties or any portion thereof.

From gross revenues collected from the Properties, Contractor shall:

1. Pay all operating expenses incurred through renting, servicing, maintaining or repairing the Properties, including budgeted labor costs and such other expenses in connection with the properties as may be authorized by the Owner.
 2. Deduct Contractor's management fee described under Section VII, below and any other fees due to the Contractor under the terms of this Agreement.
 3. Pay real and personal property taxes and other taxes or assessments levied and assessed against each Property should such obligation be on the Owner. Contractor shall establish a reserve for such payments by withholding from gross revenues an amount equal to the estimated annual taxes and then pay such taxes from the reserve prior to delinquency.
- K. *Cooperation in Litigation.* The Contractor shall assist Owner, Owner's legal counsel, or Owner's insurance carrier, in any ongoing litigation or litigation hereafter filed by any resident, potential resident, or any other person(s) related to the ownership or operation of the Park.
- L. *Enforcement of Rules.* The Contractor shall fairly and uniformly enforce the rules and regulations of each Property, within the required guidelines of state, county and city rules and regulations as well as the apartment and mobile home industries, as they now exist or as hereinafter agreed upon amendments by the Owner and Contractor.
- M. *Processing Complaints.* The Contractor shall receive complaints (complaints include any service requests) of residents of the Properties in writing, absent exigency requiring an immediate response, and respond to such complaints in a timely fashion. Contractor will ensure that there is an initial point of contact for each Property to resolve complaints at the site level. Contractor will further provide, as needed, for a review of any unresolved complaints at its own management level to attempt to resolve any complaints without Owner involvement. As specified and agreed to by the Owner, the Contractor agrees to document and maintain copies of any such complaints received with the inclusion of, but not limited to, a serialized complaint number (for example: 2022-Complaint-0001), date of receipt, complainant, category of complaint, and description of complaint. Documentation for each complaint will include correspondence from Contractor, Owner's employees, Residents, or where applicable, the Owner and/or external entities, in a manner that maintains the totality of the initial complaint, processing and documented satisfactory resolution, final resident closing document critiquing the

implemented resolution, and any other pertinent information with the same serialized complaint number. Contractor shall maintain complaint records for such period as required by law or five years, whichever is longer, in a manner easily accessible to the Owner and shall make them available for the Owner's inspection upon request. Contractor will provide a copy of the Complaint Log to the Owner each month showing the complaint and how it was resolved or steps taken in the unresolved cases. In the event that the Contractor is unable to resolve a complaint to the satisfaction of the complainant, such complaint shall be forwarded to Owner as provided below.

1. *Classification of Complaints*

Owner and Contractor can define more explicit criteria establishing the classification, response time, adequacy of resolution or other aspects necessary for processing complaints as deemed necessary by the Owner and subject to the Owner's sole determination.

(a) Routine – Defined as normal and customary maintenance, park behavior, park or other regulation violation and operational concerns that do not constitute an imminent and/or significant health and safety risk nor requires immediate response to avoid risk liability or reputational exposure to the Properties or Owner.

(i) The Contractor will resolve the complaint and respond to the resident regarding the resolution. Contractor shall have final say and responsibility with respect to response and resolution.

(ii) Appeal to Owner: No appeal shall be granted.

(b) Intermediate – Defined as non-routine activity that does not require an immediate response but constitutes an ongoing or substantial violation of the Agreement, federal state or local laws and regulations, substantially impairs the lifecycle viability of a capital asset or constitutes an ongoing failure to adequately resolve a routine complaint.

(i) The Contractor will resolve the complaint and respond to the resident regarding the resolution.

(ii) The Contractor shall advance the complaint with all supporting materials to the Owner for review. As deemed necessary by Owner, Owner will review and establish an additional required resolution response which will be promptly implemented by the Contractor or as otherwise directed by the Owner.

(iii) A Routine complaint can be upgraded for review similarly

to an Intermediate complaint when the resident can establish that such complaint should have been classified as Intermediate or above.

- (iv) If the Owner deems the complaint was appropriately classified as Routine, the Owner shall return the complaint to the resident and Contractor as “Appeal Denied.” Such action shall be final and not appealable.
- (c) Critical/Fraud – Defined as an imminent threat to life safety, health, and welfare where delayed response will significantly and reasonably expose residents to threat of death, significant injury, or the Owner to significant liability. Such complaints shall include any criminal allegation of fraud, violation of law, gross negligence of the Contractor or where Contractor is willfully negligent in addressing a serious or ongoing intermediate concern.
- (i) The Contractor shall provide a receipt confirmation within 4 hours during regular business hours or as quickly as possible during non-business hours to the resident and initiate the appropriate action.
 - (ii) Resident may submit Critical/Fraud complaints to both Contractor and Owner simultaneously. Contractor shall advance the complaint to the Owner no more than 4 hours after receipt of the Critical/Fraud complaint during regular business hours or as quickly as possible during non-business hours.
 - (iii) The Contractor shall advance the complaint with all supporting materials to the Owner for review.
 - (iv) Owner will review all Critical/Fraud complaints. In the case further action is necessary, the Owner will provide the Contractor, or other entity, direction and a timeline for implementing the appropriate resolution. Owner’s direction shall constitute a binding obligation on the Contractor.
- (d) *mySanDimas*. The Contractor shall accept complaints through the mySanDimas City service request system from residents, the Owner, or any other source and shall treat such complaints as provided under this section, M. *Processing Complaints*.
- (e) *Dispute Resolution*. In the case of any unresolved dispute between a resident and the Contractor/Owner or concern of non-performance on an obligation of the Contractor/Owner which is not resolved by the Contractor/Owner, the resident can request a hearing before the City’s independent hearing officer.

(i) *Procedure*

- (A) Resident requests a hearing within thirty (30) days of the date of final resolution by Contractor/Owner (i.e. Contractor/Owner response, incident, etc.).
- (B) Upon decision of the hearing officer, the Owner will provide a written decision to the resident.
- (C) The hearing officer decision shall be considered final.

N. *Books and Records.* The Contractor shall keep adequate books and records and, in a form, acceptable to Owner, in connection with all matters arising under the terms of this Agreement for period required by law or five years, whichever is greater. Contractor shall render to Owner a monthly statement showing all receipt and disbursement, together with supporting vouchers, if requested, and reflecting the financial condition and property maintenance of the Property for the month immediately preceding. Contractor shall allow Owner, during normal business hours, access to the records and correspondence of the Contractor pertaining to any transaction arising out of this Agreement. Records shall be made available in an electronic format suitable for viewing by the Owner at any time. At the close of each Fiscal Year, the Contractor shall, pursuant to a written request of Owner, allow the books of the operating accounts to be examined and/or audited by a certified public accountant, selected by Owner, who shall transmit a copy of his/her report to Owner within ninety (90) days after the close of each Fiscal Year. In the event of the termination of this Agreement by Owner or the Contractor, the Contractor specifically agrees to turn over to Owner, or its authorized representative, at a date of such termination or withdrawal, all records, correspondence and documents pertaining to the Properties. Records required to be maintained by this section shall include, but not be limited to, all leases, complaints, expenses, repair or maintenance contracts, financial records, and an up-to-date roster of all tenants currently occupying the Properties along with current contact information for each.

IV. *Bonds and Insurance*

- A. *Fidelity Bond.* The Contractor shall maintain a fidelity bond, or other insurance, on all officers and employees of the Contractor who collect or have custody of or access to Gross Park Revenues, the Operation and Maintenance Fund or any other revenues, moneys, income or deposits related to operation of the Properties. Such fidelity bond shall be in an amount equal to \$500,000. Owner shall be designated as loss payees on any such fidelity bond or insurance policy.
- B. *Maintenance of Errors and Omissions Insurance.* The Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date

must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than six (6) months after completion of the services required by this agreement.

- C. *Maintenance of Workers' Compensation Insurance.* The Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to the Owner, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Owner, its officers, Contractors, employees and volunteers.
- D. *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- E. *Additional insured status.* General liability policies shall provide or be endorsed to provide that Owner and its officers, officials, employees, Contractors, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- F. *Crime Insurance.* Contractor shall maintain commercial crime insurance which shall be written on a "loss sustained form" or "discovery form" with limits of not less than \$1,000,000 per occurrence for Employee Dishonesty, Fraud, Depositor Forgery, Money Orders & Counterfeit money, Fraudulent Fund Transfers, and Theft by Electronic Means. Said policy shall also include coverage for Money & Securities – On and Off Premises – including transportation by messenger, Fraudulent Instruction, Robbery and Burglary with limits of not less than \$1,000,000 per occurrence. Owner, its officers, employees, and Contractors shall be named as Loss Payees. If the policy is written on a "discovery form," it must include an extended reporting period of not less than six (6) months.
- G. *Automobile liability insurance.* Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limits for each accident.
- H. *Cyber Security & Privacy Liability Insurance.* Contractor shall procure and maintain Cyber Security and Privacy Liability insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 aggregate which shall include the following coverage:

1. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
 2. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
 3. Liability arising from the failure to render professional services.
- I. If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional period of six (6) months following termination of the contract.
 - J. Contractor shall be responsible for cost of all bonds and insurance listed in Section IV, subsections C, D, and G. All remaining bonds and insurance costs shall be either waived by Owner or be the Owner's responsibility. The Cost of any such additional insurance will be based on either the payroll or the income associated with the Properties and will be billed on a monthly basis with the Management Fee.

V. *Indemnification*

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner and any and all of its officials, employees, officially sanctioned volunteers and Contractors ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Contractor, its officers, Contractors, employees or subconsultants (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of services under this agreement. Contractor's duty to indemnify and hold harmless Owner shall not extend to the Owner's sole or active negligence.

The Contractor shall notify Owner and its insurers in writing as soon as possible after notice of any injury or claim is received, and the Contractor taking no actions which will operate to bar Owner from obtaining any protection afforded by any policies of insurance it may hold or which tend to prejudice the defense in any such legal proceedings, or otherwise prevent Owner from protecting itself against any such claim, demand or legal proceeding. It is understood that Owner shall have the sole and exclusive right to conduct the defense of any such claim, demand or legal proceeding.

In the event the Owner, its officers, employees, Contractors and/or officially sanctioned volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Owner, Contractor shall defend the Owner at Contractor's cost or at Owner's option, to reimburse Owner for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Contractor's negligent

acts, errors or omissions. Payment by Owner is not a condition precedent to enforcement of this provision. In the event of any dispute between Contractor and Owner, as to whether liability arises from the sole or active negligence of the Owner or its officers, employees, or Contractors, Contractor will be obligated to pay for Owner's defense until such time as a final judgment has been entered adjudicating the Owner as solely or actively negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

VI. *Term of Agreement*

- A. *Term.* The term of this Agreement for Management Services shall commence on _____ and shall end on _____. The Agreement may thereafter be extended for a period not to exceed an additional five (5) years upon the written agreement of both parties and after Owner's evaluation of Contractor's performance during the initial term.
- B. *Termination by Owner.* Owner shall have the right to terminate this Agreement with or without cause, at any time upon one hundred eighty (180) days prior written notice to the Contractor.
- C. *Termination by Contractor.* The Contractor shall have the right to terminate this Agreement, with or without cause, at any time upon one hundred eighty (180) days' prior written notice to Owner.
- D. *Hardship Extension.* In the case of hardship due to Contractor's termination of the Agreement and upon written request by the Owner, the Contractor will consider and not unreasonably withhold consideration of an extension to the notice provided in Section VI.C of up to an additional one hundred eighty (180) days to facilitate a smooth transition.

VII. *Compensation*

The Contractor shall be paid, as a monthly Operation and Maintenance Expense, a monthly Management Fee in the amount \$ _____ per month for the Park and \$ _____ per month for the Apartments. For the purpose of this section, Gross Revenue shall mean total revenue collected from leases and month-to-month tenancies of Properties minus any credits provided by Owner to such Properties.

VIII. *Adoption of Annual Budgets*

Not later than May 1 in each Fiscal Year during the term of this Agreement, the Contractor shall develop, prepare, and propose with Owner a proposed annual and multiyear operating budget and capital improvement plan for each of the Properties reflecting the details required by the Owner to ensure oversight of activities for the Properties. The capital improvement plan will be supported by a periodic condition assessment of the Properties and will project the annual projects, cost estimates, and timing of capital improvements over a 5-and-10 year period. Not later than July 1 in each year

during the term of this Agreement and subject to overall appropriation by the Owner, Owner shall approve a Budget for each Property.

IX. *Payment of Operation and Maintenance Expenses; the Operation and Maintenance Funds*

- A. Owner and the Contractor hereby agree to maintain a separate trust account for each Property to be designated the “Charter Oak Operation and Maintenance Fund” and the “Monte Vista Operation and Maintenance Fund” to be held in the name of Owner. Contractor may use a financial institution of its choosing, subject to approval by Owner. The Contractor shall have the right to sign checks on and withdraw money from each Operation and Maintenance Fund for the purpose of paying Park or Apartment Operation and Maintenance Expenses authorized by this Agreement.
- B. Contractor shall deposit all revenues from the Properties into the appropriate Operating and Maintenance Fund account.
- C. Contractor may withdraw from the appropriate Operating and Maintenance Fund Account to pay any utilities, contractors or other expenses authorized by this Agreement, including the management fee for each Property.
- D. In the event that any item of expense is incurred which is not included in the Park or Apartment budget, the Contractor shall promptly notify Owner of such fact, and shall provide Owner with such additional information relating to such item as Owner may request.
- E. On or before the fifteenth (15th) day of each month, Owner shall transfer by wire all remaining net operating revenues minus one month’s projected expenses for the preceding month to U.S. Bank National Association as Trustee as provided in the Indenture of Trust by and between the San Dimas Housing Authority and U.S. Bank National Association for the Refunding Bond Series 2020A entered on October 1, 2020. Owner shall separately provide account and transfer information.

X. *Events of Default; Remedies*

- A. *Monetary Defaults.* In the event that the Contractor shall fail to observe and perform any covenant, condition or agreement on its part required to be observed or performed by this Agreement with respect to payment, collection and/or deposit of moneys (including but not limited to, the maintenance of all insurance policies required hereunder, collection of revenues, transfer of revenues, and payment of Park or Apartment Operation and Maintenance Expenses), and such failure shall continue for a period of five (5) days after Owner gives written notice to the Contractor of such default (unless the Owner shall agree in writing to an extension of such period prior to its expiration), then Owner may terminate this Agreement for Management Services and replace the Contractor.
- B. *Non-monetary Defaults.* In the event that the Contractor shall fail to observe and

perform any covenant, condition or agreement on its part required to be observed or performed by this Agreement for Management Services (other than those monetary defaults specified in paragraph (a) of this Section), and such failure shall continue for a period of thirty (30) days after Owner gives written notice to the Contractor of such default (unless the Owner shall agree in writing to an extension of such time prior to its expiration), then Owner may terminate this Agreement and replace the Contractor.

- C. *Additional Remedy.* If Contractor has been found to be in breach of the Agreement for Management Services by a court and ordered to pay resulting damages or costs to the City, then City may deduct such an amount from any payments owed to Contractor under the management contract or seek other remedy as allowed by law.

XI. *Assignment; Third Party Beneficiaries*

- A. This Agreement, and the rights hereunder shall not be assignable by either party without the written consent of the other party.
- B. Nothing in this Agreement shall be read or construed so as to grant a third-party-beneficiary interest herein to any party.

XII. *Severability*

If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The parties do hereby declare that they would have entered into this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized this Agreement irrespective of the fact that any one or more Section, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

XIII. *Execution in Counterparts*

This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

XIV. *Governing Law*

This Agreement shall be construed and governed in accordance with the laws of the State of California.

XV. *Amendment*

The Contractor and Owner may amend this Agreement at any time. Such amendments shall have no effect until mutually agreed and executed in a written amendment to this Agreement.

XVI. *Conflict with Rules and Regulations*

In the event any of the provisions of this Agreement conflict with any of the rules and regulations of the Park or Apartments, the provisions of this Agreement shall govern.

XVII. *Conflict with State, County or City Law and Regulations*

In the event any of the provisions of this Agreement conflicts with any of the laws and regulations of the State of California, County of Los Angeles, or City of San Dimas, as applicable to the City of San Dimas, the provisions of the State, County, and City law and regulations shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2022.

MANAGER:

Date: _____

By: _____

Name: _____

Address: _____

OWNER:

San Dimas Housing Authority

Date: _____

By: _____

Name: Brad McKinny, Executive Director

Address: 245 E. Bonita Avenue
San Dimas, CA 91773