

Exhibit E

TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE

TIHDI TRANSITION HOUSING PLAN

**FOR TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE PERMANENT
SUPPORTIVE HOUSING**

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PERMANENT SUPPORTIVE HOUSING

I. GENERAL

A. Background

This TIHDI Transition Housing Plan for the Treasure Island Homeless Development Initiative Permanent Supportive Housing (“**Transition Housing Plan**”) reflects the TIHDI Agreement Term Sheet between the Treasure Island Homeless Development Initiative (“**TIHDI**”) and the Treasure Island Development Authority (“**TIDA**”) dated as of May 18, 2010 (the “**Term Sheet**”). TIDA has no obligations to provide any Transition Benefits to any TIHDI residents. This Transition Plan only explains the obligations of the TIHDI Housing Providers to provide a Transition Unit and Moving Assistance to their residents. Definitions used in this Transition Housing Plan are provided in **Appendix 4** for reference.

During World War II, Naval Station Treasure Island (“**NSTI**”) was used as a center for receiving, training, and dispatching service personnel.

After the war, NSTI was used primarily as a naval training and administrative center. In 1993, Congress and the President selected NSTI for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510, 10 U.S.C. § 2687 and its subsequent amendments (“**BRAC**”). The Department of Defense subsequently designated the City as the Local Reuse Authority (“**LRA**”) responsible for the conversion of NSTI to civilian use under the federal disposition process.

The City opted to negotiate for the transfer of NSTI under the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (Pub. Law 103-421) (the “**Base Redevelopment Act**”) amending BRAC, under which certain portions of NSTI would be set aside for homeless assistance programs in a manner that balances the economic development needs of the redevelopment process. A consortium of nonprofit organizations is providing a variety of services to the formerly homeless in conjunction with temporary housing in existing military units pending redevelopment. This consortium is organized as TIHDI, to coordinate the homeless assistance programs to be provided under the Base Redevelopment Act.

In anticipation of base closure and following a public planning process, the Mayor, the Board of Supervisors, and the Planning Commission endorsed a Draft Base Reuse Plan for NSTI in 1996 outlining opportunities, constraints, policy goals, and recommendations for the redevelopment of NSTI. The City entered into an agreement with TIHDI in 1996 to develop and implement the homeless component under the Base Reuse Plan, which includes the right to temporary use of former military housing at NSTI and permanent housing through the base redevelopment process. The City formed TIDA as a redevelopment agency under California

redevelopment law and designated TIDA as the City's Local Reuse Authority for NSTI as authorized under the Treasure Island Conversion Act of 1997 (Assembly Bill No. 699, Stats. 1997, ch. 898).

TIDA initiated formal negotiations with the Navy in 1997, the same year the Navy formally closed base operations at NSTI. Also in 1997, the Navy contracted with the City (and subsequently, TIDA) to manage the property pending negotiations for its transfer and redevelopment.

TIDA selected Treasure Island Community Development, LLC ("**TICD**") in 2003 for exclusive negotiations for the master redevelopment of NSTI. The Board of Supervisors adopted the Development Plan and Term Sheet Resolution in 2006 for the Redevelopment of Naval Station Treasure Island (as updated and endorsed by the TIDA Board of Directors and the Board of Supervisors in 2010, the "**Development Plan**"), conditioned on completion of environmental review under the California Environmental Quality Act ("**CEQA**"), an extensive community review process, and endorsement by the Treasure Island/Yerba Buena Island Citizen's Advisory Board and the TIDA Board. The Development Plan will serve as the basis for a Development and Disposition Agreement between TIDA and TICD (as amended, the "**DDA**"), which will govern their respective rights and obligations for the redevelopment of certain portions of NSTI if approved by the TIDA Board and the Board of Supervisors after completion of CEQA review. The draft Environmental Impact Report ("**EIR**") was published in July 2010, followed by a public hearing and opportunities for public comment. The Planning Commission is scheduled to consider the adequacy of environmental review and whether to certify the Final EIR on April 7, 2011.

Consistent with Assembly Bill No. 699, the Development Plan specifies that all of the former military housing on the NSTI (except certain historic buildings) eventually will be demolished. As outlined in the Development Plan, TIDA and TICD intend to phase redevelopment so that new housing for TIHDI residents can be built on NSTI before demolishing their existing residential structures.

B. Purpose

This Transition Housing Plan:

- is designed to ensure that eligible Households who satisfy all qualifications of Transitioning Households under **Section II.A** (Determination of Household Eligibility for a Transition Unit and Moving Assistance) receive housing opportunities consistent with the Term Sheet;
- describes benefits below that are available only to Transitioning Households;
- specifies the eligibility criteria for Transitioning Households to receive a Transition Unit and Moving Assistance; and
- outlines the procedures by which Transitioning Households will be offered a Transition Unit and Moving Assistance.

C. Limits of Applicability

The availability of a Transition Unit and Moving Assistance under this Transition Housing Plan:

- apply only to Transitioning Households required to move to accommodate redevelopment of NSTI in accordance with the DDA;
- do not apply if a Housing Provider must move TIHDI residents due to disaster or other declared emergency affecting living conditions on NSTI; AND
- do not apply to any TIHDI residents occupying a building for which the Navy terminates its lease with TIDA.

D. Overview and Program Framework

Two types of moves affecting Transitioning Households are anticipated as NSTI is redeveloped:

- **Temporary Moves**, in which a Transitioning Household moves from one Existing Unit to another Existing Unit on Treasure Island following receipt of a Notice to Move. An example of this would be a move from an Existing Unit in an area proposed for redevelopment in an early phase to an Existing Unit on Treasure Island. *We expect that most Transitioning Households will not be asked to make a Temporary Move.*
- **Long-Term Moves**, in which a Transitioning Household moves from one of the Existing Units to a newly-constructed Dwelling on Treasure Island. All Transitioning Households (including those that previously made a Temporary Move) will have the opportunity to make this move.

Key elements of this Transition Housing Plan are:

- All Transitioning Households that receive a Notice to Move for either a Temporary Move or a Long-Term Move will be eligible for a Transition Unit and Moving Assistance under this Transition Housing Plan.
- NSTI residents who move off-Island before they receive a Notice to Move and an offer of a Transition Unit and Moving Assistance are not Transitioning Households and will not be eligible for a Transition Unit or Moving Assistance.
- All Transitioning Households will have the opportunity to remain on Treasure Island. No eligible Transitioning Household will be required to move before receiving an offer of a Transition Unit and Moving Assistance.
 - Transitioning Households will have the right to move into rental housing on Treasure Island (See **Article V** (Description of Transition Unit)).

- Moving assistance will be provided to Transitioning Households that:
 - make Temporary Moves to other Existing Units on Treasure Island; or
 - make Long-Term Moves from their Existing Units to new Transition Units.

E. Effective Date

This Transition Housing Plan will be effective on the date the “Amended and Restated Base Closure Homeless Assistance Agreement” between TIDA and TIHDI becomes effective (the “**Effective Date**”).

II. ELIGIBILITY

A. Determination of Household Eligibility for a Transition Unit and Moving Assistance

The first step in determining whether a Household is eligible for a Transition Unit and Moving Assistance is determining the status of the Household, based on the criteria below.

Only Transitioning Households are eligible for a Transition Unit and Moving Assistance. A Transition Unit and Moving Assistance are offered to each Transitioning Household as a Household and not to individual members of the Household.

1. Defined Terms for Determining Eligibility. A Housing Provider will determine the members of a Transitioning Household based on the following definitions:

- a. “**Existing Unit**” means a Dwelling located on NSTI that is occupied by a Transitioning Household as its primary Dwelling before receipt of a First Notice to Move or a Temporary Notice to Move.
- b. “**Good Standing**” means that the Transitioning Household has their rent paid and current and is in compliance with all other the conditions of the Household’s lease, as determined by the Housing Provider.
- c. “**Household**” means an individual, or two or more individuals, related or unrelated, who live together in an Existing Unit as their primary Dwelling, or one or more families occupying a single Existing Unit as their primary Dwelling, including: (i) all adult Household members who are named in the Residential Lease; (ii) minor children in the Household; and (iii) the spouse or registered domestic partner of a Household member. Under this Transition Housing Plan, all occupants of a single Existing Unit constitute a single Household.
- d. “**Housing Provider**” means a nonprofit entity which leases residential units on NSTI to Households and provides supportive services to those Households.

e. “**Residential Lease**” means the lease agreement, including any addenda, under which a Transitioning Household lawfully occupies an Existing Unit.

f. “**Transitioning Household**” means a Household consisting of residents who: (i) lawfully occupied an Existing Unit as its primary Dwelling as evidenced by each adult resident’s signature on the Residential Lease and each minor child identified as an occupant in the Residential Lease; (ii) continue to live in an Existing Unit until the Household receives a First Notice to Move for a Long-Term Move; and (iii) remain in Good Standing under its Residential Lease until the Household receives a First Notice to Move for a Long Term Move. A Transitioning Household specifically excludes the following: (A) any Person or Household in Unlawful Occupancy of the Existing Unit; and (B) any Person who occupies the Existing Unit solely for the purpose of obtaining a Transition Unit and/or Moving Assistance.

g. “**Unlawful Occupancy**” means: (i) a Person or Household has been ordered to move by a valid court order; (ii) the Person’s or Household’s tenancy has been lawfully terminated; or (iii) a Person is not listed on the Residential Lease, except for a: (x) spouse or registered domestic partner of a member of a Transitioning Household; (y) minor child of a member of a Transitioning Household; or (z) live-in caregiver for a member of a Transitioning Household who has been approved by the Housing Provider to reside in the Existing Unit.

2. Housing Provider Records of Eligibility. Based on information available to the applicable Housing Provider, including information provided by Households during and in follow-up to interviews under **Section III.B** (Interview Households and Offer Advisory Services), the Housing Provider will maintain records indicating which members of each Household constitute an eligible Transitioning Household and which members are not qualified for a Transition Unit or Moving Assistance.

B. Ineligible Residents

A resident who is in Unlawful Occupancy is ineligible for a Transition Unit, Moving Assistance or advisory services under this Transition Housing Plan.

III. TRANSITION NOTICES AND PROCEDURES

A. First Notice to Move

1. Delivery of First Notice to Move. A Housing Provider will deliver a First Notice to Move to each affected Household before the Household is required to move to facilitate the ongoing redevelopment of NSTI.

2. Time of Notice. The First Notice to Move will be delivered no less than 120 days before the date by which a Temporary Move or a Long-Term Move must occur.

3. Contents of Notice. The First Notice to Move will state:

a. whether the move will be a Temporary Move or a Long-Term Move;

b. The Housing Provider's intent to terminate the Residential Lease for the Existing Unit on a specified date, by which the Household will be required to move;

c. whether the Housing Provider's records: (i) list any or all of the members of the Household as an eligible Transitioning Household; or (ii) indicate that any members of the Household are ineligible for a Transition Unit and Moving Assistance;

d. if the Housing Provider records indicate that any members of the Household are or may be a Transitioning Household: (i) additional information or verifications necessary to determine eligibility as a Transitioning Household; (ii) a general description of the benefits that a Transitioning Household may receive under this Transition Housing Plan; (iii) additional steps a Transitioning Household must take to secure a Transition Unit and Moving Assistance, such as setting up an interview to provide the Housing Provider with the information necessary to complete income certification requirements and determine the composition of the Transitioning Household; and (iv) the time-frame for setting up the informational interview to establish the Transitioning Household's housing needs and certify Household Income;

e. contact information for questions about the notice or process; and

f. that the notice and all future notices will be translated into a language understood by the Household.

B. Interview Household and Offer Advisory Services

1. Schedule Interview. After the First Notice to Move is delivered, the Housing Provider will contact each Household to set up interviews. The Housing Provider will provide sufficient advance notice and scheduling flexibility to enable each adult in the Household (except those in Unlawful Occupancy of the Existing Unit) to be interviewed, so that the Housing Provider can obtain required information and provide advisory services described below.

2. Advisory Services for Transitioning Households:

a. The interviews will enable the Housing Provider to: (i) describe and explain any applicable eligibility requirements for the Transition Unit and Moving Assistance available to the Transitioning Household under this Transition Housing Plan; (ii) advise and assist the Transitioning Household in evaluating its housing needs; (iii) identify any special needs for that Transitioning Household;

(iv) assist each Transitioning Household to complete applications for a Transition Unit and Moving Assistance; and (v) ensure that no Transitioning Household will be required to move from an Existing Unit without an opportunity to move to a Transition Unit, except in the case of: (A) a Temporary Move; (B) a major disaster as defined in § 102(2) of the federal Disaster Relief Act of 1974; (C) a state of emergency declared by the President of the United States or the Governor of the State of California; or (D) any other emergency that requires the Household to move immediately from the Existing Unit because continued occupancy of the Existing Unit by the Household constitutes a substantial danger to the health or safety, or both, of the Household.

b. For Long-Term Moves only: (i) the Transitioning Household must begin the process of determining Household Income; and (ii) to qualify for a Transition Unit under **Section V.E** (Calculation of Base Monthly Rental Cost), Household Income of the entire Transitioning Household must be certified, subject to third-party verification, and as required by the Funding Sources.

c. If all adult members of a Transitioning Household do not consent to be interviewed or do not provide all of the required information requested during or within 30 days after the interview, the Housing Provider will be entitled to rely solely on the limited information provided in response to the interview and contained in its records relating to the Household when making its determination about eligibility for a Transition Unit and Moving Assistance.

C. Second Notice to Move

1. Time and Contents of Second Notice to Move. No less than 60 days before a Household is required to move, the Housing Provider will deliver a Second Notice to Move. The Second Notice to Move will state:

- a. the Housing Provider's determination of whether the Household is an eligible Transitioning Household;
- b. which members of the Household, if any, are in Unlawful Occupancy, or otherwise ineligible for a Transition Unit and Moving Assistance;
- c. the actual date by which the move must be complete (the "**Move Date**"); and
- d. the options available to the Transitioning Household under this Transition Housing Plan.

D. Transition Benefit

The Second Notice to Move will identify the following benefits.

1. Long-Term Moves. For Long-Term Moves, the Second Notice to Move will offer each Transitioning Household the right to move into a Transition Unit in a specifically identified new building on Treasure Island, with the number of bedrooms and initial rent as described in **Article V** (Description of Transition Unit).

2. Temporary Moves. For Temporary Moves, the Second Notice to Move will offer each Transitioning Household the right to occupy an Existing Unit on Treasure Island with the number of bedrooms and initial rent calculated in accordance with **Article IV** (Temporary Moves).

E. Complete the Move

1. “**Moving Assistance**” is defined as the financial and physical assistance provided to a Transitioning Household under Section **III.E.3** (Actual Costs) or the financial assistance provided to a Transitioning Household under Section **III.E.4** (Moving Allowance Alternative).

2. Eligibility for Moving Assistance. Moving Assistance to cover the costs of moving the Household will be provided to every Transitioning Household that makes a Temporary Move from an Existing Unit on NSTI to another Existing Unit on Treasure Island and/or a Long-Term Move from an Existing Unit on NSTI to a Transition Unit. Moving Assistance is not provided to: (a) Persons in Unlawful Occupancy of their Existing Unit; or (b) other Persons ineligible for a Transition Unit or Moving Assistance.

3. Actual Costs. A Transitioning Household will be compensated for Actual Reasonable Moving Expenses incurred in moving the Household for a Temporary Move to an Existing Unit or a Long-Term Move to a Transition Unit. Costs that may be included in a claim for Actual Reasonable Moving Expenses are listed in **Article VI** (Moving Assistance).

4. Moving Allowance Alternative. A Transitioning Household that is eligible to be reimbursed for Actual Reasonable Moving Expenses may elect instead to receive a Moving Expense Allowance that will be determined according to a schedule established by the Housing Provider, based on a moving expense allowance determined in accordance with then-current federal Highway Administration schedules maintained by the California Department of Transportation. A sample schedule is shown in **Appendix 2**.

IV. TEMPORARY MOVES

A. Required Temporary Moves

Though not anticipated, it is possible that some Transitioning Households will be required to make one or more Temporary Moves from one Existing Unit to another Existing Unit on Treasure Island.

A Temporary Move will be required for those Transitioning Households that reside in areas proposed for redevelopment in an early phase of development. Although not currently anticipated, Temporary Moves also may be required in later phases of development.

Transitioning Households required to make a Temporary Move will receive a First Notice to Move not less than 120 days before the Move Date and a Second Notice to Move not less than 60 days before the Move Date.

The earliest anticipated date for required moves by Transitioning Households is in 2016.

B. Benefits for Temporary Moves

Transitioning Households required to make a Temporary Move may elect to move to an Existing Unit on Treasure Island under the following terms:

1. Size. The offered Dwelling will have the number of bedrooms as permitted for the size of the Transitioning Household by the Funding Sources applicable to the Dwelling as of the date of the required move.

2. Rent. The initial monthly rent and permissible rent increases for Transitioning Households making a Temporary Move to an Existing Unit on Treasure Island will be determined by the Funding Sources applicable to the Existing Unit as of the date of the required move.

3. Unit Selection. The Notice to Move for a Temporary Move will provide information on the process for Transitioning Households electing to move to an Existing Unit on Treasure Island to select a Dwelling.

4. Status as Transitioning Household. The Transitioning Household will retain its status as a Transitioning Household following a Temporary Move, and will continue to be eligible for a Transition Unit and Moving Assistance as long as the Household continues to meet the eligibility requirements stated in **Section II.A** (Determination of Household Eligibility for a Transition Unit and Moving Assistance).

V. DESCRIPTION OF TRANSITION UNIT

A. Transition Unit

1. Time of Option. A Transitioning Household will have the right to move to a Transition Unit only after the Housing Provider delivers a Notice to Move for a Long-Term Move.

2. Benefits. Transitioning Households will have the opportunity to rent a newly-constructed Transition Unit on Treasure Island. Transitioning Households that elect to move into the offered Transition Unit will be eligible for Actual Reasonable Moving Expenses or a Moving Expense Allowance.

3. Designated Unit. A Housing Provider will designate at least one Transition Unit for each Transitioning Household.

4. Loss of Status. A Transition Unit will be offered to each Transitioning Household unless it no longer meets the eligibility requirements stated in **Section II.A** (Determination of Household Eligibility for a Transition Unit and Moving Assistance).

5. Loss of Right to Transition Unit. A Housing Provider's obligation to provide a Transitioning Household with a Transition Unit and moving assistance will be deemed to be satisfied if the Transitioning Household is offered and refuses to accept the Transition Unit offered.

B. Standards Applicable to Transition Units

1. Size. The offered Transition Unit will have the number of bedrooms as permitted for the size of the Transitioning Household by the Funding Sources applicable to the Dwelling as of the date of the required move.

2. Decent, Safe and Sanitary. The Transition Unit must be “**Decent, Safe and Sanitary,**” which means it:

a. conforms with all applicable provisions for existing structures that have been constructed under state or local building, plumbing, electrical, housing and occupancy codes, and similar ordinances or regulations;

b. has a continuing and adequate supply of potable water;

c. has a kitchen or an area set aside for kitchen use that:
(i) contains a sink in good working condition connected to hot and cold water and to an adequate sewage system; and (ii) has utility service connections and adequate space for the installation of a stove and a refrigerator;

d. has an adequate heating system in good working order that will maintain a minimum temperature of 70 degrees in all habitable rooms, and all rooms must be adequately ventilated;

e. has a bathroom, well lit and ventilated and affording privacy to a person within it, containing a lavatory basin and a bathtub or stall shower, properly connected to an adequate supply of hot and cold running water, and a flush closet, all in good working order and properly connected to a sewage disposal system;

f. has an adequate and safe wiring system for lighting and other electrical services;

g. is structurally sound, weather tight, in good repair, and adequately maintained;

h. has a safe unobstructed means of egress leading to safe open space at ground level that conforms to building and fire codes;

i. has at least one room that has not less than 150 square feet of floor area, and other habitable rooms, except kitchens, that have an area of not less than 70 square feet;

j. has sleeping room(s) that include at least 70 square feet of habitable floor space for the first occupant and 50 square feet of habitable floor space for each additional occupant; and

k. is available to the Transitioning Household regardless of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability in a manner consistent with Title VIII of the Civil Rights Act of 1968 and any other applicable local, state, or federal nondiscrimination laws.

C. Required Information for Transition Unit

1. Relevant Household Information. Transitioning Households must provide all of the following information to be entitled to move into a Transition Unit:

a. Household Income; and

b. Household composition and size, including: (i) the full names of all Household members and relationship of Household members to each other; (ii) age and number of any children and elderly members of the Household; (iii) whether any members of the Transitioning Household are disabled; (iv) whether any members of the Transitioning Household are Adult Students; and (v) special needs (social and public services, special schools, and other services, need for in-home care).

2. Time to Provide Information. To the extent all required information is not provided at the interview, Transitioning Households wishing to obtain a Transition Unit and Moving Assistance will have 30 days after the interview to provide all required information to the Housing Provider.

D. Calculation of Household Income

A Transitioning Household's annual Household Income will be determined using the current Tenant Income Certification Form (Sample form is attached as **Appendix 3**).

Households will be required to verify Household Income with third-party documentation such as W-2 forms, pay check stubs, tax returns or other forms of verification, and as required by the Funding Sources applicable to the Transition Unit. Monthly Household Income will be determined based on the most recent 12 month period preceding the First Notice to Move.

E. Calculation of Base Monthly Rental Cost

The Transitioning Household will be offered a Transition Unit at an initial rent not exceeding the Base Monthly Rental Cost as determined by the Funding Sources applicable to the Transition Unit as of the date of the required move.

F. Lease Terms for Transition Unit; Occupancy Verification

1. Lease Terms. The following will apply to each Transitioning Household accepting a Transition Unit:

a. The Transitioning Household will enter into a lease containing the following key terms: (i) an initial period of 12 months, with automatic renewal on a month-to-month basis; (ii) a limitation on annual rent increases as permitted by the Funding Sources applicable to the Transition Unit as of the date of the required move; (iii) a statement that the Transitioning Household may remain in the Transition Unit as long as the Household remains in Good Standing under its lease, and a description of the events that will cause the Household to be in default of its lease; and (iv) a prohibition against subleasing.

b. Each lease for a Transition Unit will require the Transitioning Household to: (i) identify each occupant of the Household by name; (ii) acknowledge that subleasing is not permitted and that subleasing will be a default under the lease; (iii) acknowledge that at least one member of the Transitioning Household must maintain the Transition Unit as his or her primary Dwelling; (iv) cooperate fully with any subsequent occupancy verification; and (v) comply with all other terms of the lease.

2. Right to Verify Occupancy by Transitioning Household. The Housing Provider, or any subsequent owner or property management company for the Transition Unit, will have the right to verify occupancy of the Transition Unit at any time. If a Transitioning Household does not cooperate with an occupancy verification request or any member of the Household is discovered to have provided knowingly false responses, the Housing Provider may take any steps permitted under the lease or by the Funding Sources applicable to the Transition Unit, which may include but are not limited to an increase in rental charges or eviction of the Household from the Transition Unit.

3. Termination of Lease for Transition Unit. If the Transition Unit is no longer occupied by any members of the Transitioning Household, the Transitioning Household's lease for the Transition Unit will terminate.

VI. MOVING ASSISTANCE

Covered Moving Expenses

1. Actual Expenses. A Transitioning Household can elect to receive “**Actual Reasonable Moving Expenses**” together with physical assistance for each Temporary Move, if

applicable for that Transitioning Household, and Long-Term Move , which the Transitioning Household must request from and coordinate with the Housing Provider. A Transitioning Household's Actual Reasonable Moving Expenses will be exempt from regulation by the State Public Utilities Commission. A Housing Provider may effect the move(s) by directly soliciting competitive bids from qualified bidders for performance of the work. Bids submitted in response to such solicitations will be exempt from regulation by the State Public Utilities Commission.

Actual Reasonable Moving Expenses will include the following costs:

- a. transportation of persons and property upon NSTI;
- b. packing, crating, unpacking, and uncrating Personal Property;
- c. insurance covering Personal Property while in transit;
- d. connection charges imposed by public utilities for starting utility service;
- e. transfer charges for the transfer of utilities and services that had been provided to the Existing Unit and will be transferred to the Transition Unit (examples of such utilities and services could be telephone, internet, and cable service);
- f. the reasonable replacement value of Personal Property lost, stolen, or damaged (unless caused by the Transitioning Household or its agent) in the process of moving, where insurance covering such loss, theft, or damage is not reasonably available; and
- g. the removal of barriers to the disabled and installations in and modifications to a disabled Person's new Dwelling as needed to accommodate special needs.

2. Allowance Alternative. In the alternative, a Transitioning Household can elect a self-move for a Temporary Move or a Long-Term Move into a Transition Unit and receive a **"Moving Expense Allowance,"** which will be paid according to the current Moving Allowance Schedule (2011 schedule attached as **Appendix 2**).

3. Moving Expense Claims.

- a. Transitioning Households must request payment of Actual Reasonable Moving Expenses or a Moving Expense Allowance using a claim form provided by a Housing Provider. Claims will be paid promptly after the Housing Provider receives the completed claim and the Transitioning Household has vacated the Existing Unit. A claim for payment of Actual Reasonable Moving Expenses must be supported by a bill or other evidence of expenses incurred.

b. Each claim greater than \$1,000 for the moving costs incurred by a Transitioning Household hiring a moving company must be supported by at least 2 competitive bids. If the Housing Provider determines before the move that compliance with the bid requirement is impractical, or if the claimant obtains estimates of less \$1,000, a claim may be supported by estimates instead. A Housing Provider may make payment directly to the moving company.

VII. IMPLEMENTATION OF TRANSITION HOUSING PLAN

A. Administration

1. Information Program. Each Housing Provider will maintain an information program using meetings, newsletters, and other mechanisms, including local media, to keep residents informed on a continuing basis about: (a) the Housing Provider's transition housing program and other information about the redevelopment process; (b) the timing and scope of any anticipated Temporary Moves; (c) the timing and scope of anticipated Long-Term Moves, (c) procedures for implementing and making claims under this Transition Housing Plan; and (d) other information relevant to this Transition Housing Plan.

2. Nondiscrimination. Each Housing Provider will administer this Transition Housing Plan in a manner that will not result in different or separate treatment on account of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability, or any other basis protected by local, state, or federal nondiscrimination laws.

3. Site Office. Each Housing Provider may establish a site office that is accessible to all Households to provide advisory assistance described in **Section III.B** (Interview Households and Offer Advisory Services). If a Housing Provider establishes a site office, it will be staffed with trained and experienced personnel, who may be third-party housing specialists and service providers.

4. Amendments. This Transition Housing Plan may be amended by TIHDI and TIDA from time to time by a resolution of the TIDA Board adopting an amendment at a duly noticed public meeting.

B. Household Records

1. Contents. Each Housing Provider will maintain records for each Household containing information obtained during interviews, documents submitted by residents, and existing files of its property manager. The records will contain a description of the pertinent characteristics of the Persons in the Household, the assistance determined to be necessary, and the Household's decisions on a Transition Unit and Moving Assistance. Members of a Transitioning Household will have the right to inspect their own Transitioning Household records to the extent and in the manner provided by law.

2. Confidentiality. Household Income information is confidential and will only be used for its intended purpose. Confidential information will not be disclosed to third parties

outside of the Household unless all members of the Household provide their written consent to disclosure or a valid court order requires disclosure.

3. Publication of Aggregate Resident Data. Each Housing Provider will have the right to publish aggregate data about the resident population on NSTI.

VIII. CLAIM AND PAYMENT PROCEDURES; TERMINATION OF TRANSITION HOUSING ASSISTANCE

A. Filing Claims; Tax Forms

1. Written Claims Required. Each Housing Provider will provide claim forms for payment under this Transition Housing Plan. All claims for moving expense payments must be submitted to the Housing Provider within six months after the date on which the claimant makes a Temporary Move or moves into a Transition Unit.

2. Tax Forms. Each Housing Provider: (a) makes no representations about the tax treatment of any payments or benefits of monetary value any Person receives under this Transition Housing Plan; (b) will require all Persons who receive Moving Assistance, or any other payment under this Transition Housing Plan to provide valid Social Security numbers for all recipients of payments and benefits of monetary value under this Transition Housing Plan; and (c) will file W-9 forms for all payments and benefits of monetary value made or provided to any Person under this Transition Housing Plan.

B. Treatment of Dependents

1. Allocation of a Transition Unit and Moving Assistance. The following will apply to any Person who derives 51% or more of his or her income from one or more Persons within the same Transitioning Household in an Existing Unit (the “**Supporting Household**”) or otherwise meets his or her living expenses primarily through the monetary support of the Supporting Household (a “**Dependent**”), subject to any other requirements imposed by the Funding Sources applicable to the Transition Unit as of the date of the required move.

a. A Dependent who lives with the Transitioning Household will not be entitled to a Transition Unit or Moving Assistance except as a part of the Household, and will be counted as a member of the Transitioning Household for determining Household size.

b. If the Dependent’s primary Dwelling, as determined by voter registration, driver’s license, or other forms of verification, is different from that of the Supporting Household when the Supporting Household receives a Transition Unit, the Dependent will not be counted as part of the Transitioning Household when determining the size of a Transition Unit.

2. Documentation of Dependent Status. Any Transitioning Household claiming a Dependent must provide third-party documentation that it is a Supporting Household. Each Housing Provider will have the right to require that the

Supporting Household and Dependent, if applicable, provide copies of tax returns filed for tax years preceding the claim.

C. Termination of Housing Provider's Obligations

1. Termination of Right to a Transition Unit and Moving Assistance. The Housing Providers' obligation to provide a Transition Unit and Moving Assistance to a Transitioning Household for a Long-Term Move under this Transition Housing Plan will terminate under the following circumstances:

a. The Transitioning Household moves off NSTI before receiving a Second Notice to Move.

b. The Transitioning Household moves to a Transition Unit and receives all Moving Assistance to which it is entitled.

c. The Transitioning Household refuses reasonable offers of assistance, payments, and a Transition Unit after receiving a Notice to Move.

d. A Housing Provider determines a Household is not or has ceased to be a Transitioning Household or is otherwise not entitled to a Transition Unit or Moving Assistance.

2. Acknowledgement of Change in Status upon Receipt of Benefits. Each member of a Transitioning Household that receives a Transition Unit and Moving Assistance will be required to acknowledge in writing that he or she has received or is about to receive such benefits, and, upon receipt, the Household will cease to be a Transitioning Household entitled to a Transition Unit and Moving Assistance under this Transition Housing Plan.

3. Records as Evidence. A Housing Provider will be entitled to rely on and use its written offers of a Transition Unit and Moving Assistance to a Transitioning Household that refuses them, and all other information in the Transitioning Household's records, as evidence in any grievance proceeding or lawsuit.

4. Notice of Status. Except for a change in status after the Transitioning Household receives a Transition Benefit, a Housing Provider will provide written notice of any determination that a Household is not or has ceased to be a Transitioning Household or is otherwise not entitled to a Transition Unit or Moving Assistance, delivered to the Transitioning Household's last known address.

IX. GRIEVANCE PROCEDURES

1. Grievance Procedures are described in **Appendix 1.**

X. PROPERTY MANAGEMENT PRACTICES

A. Grounds for Eviction In addition to all other grounds under the Residential Leases and California law, a Housing Provider may initiate eviction proceedings to remove a Household from its Existing Unit:

1. after the date specified in a Notice to Move for a Temporary Move or for a Long-Term Move has passed, if the Household is a Transitioning Household that has refused a Housing Provider's offers of a Transition Unit and Moving Assistance; or
2. after a Housing Provider issues a notice to move due to: (a) a major disaster as defined in § 102(2) of the federal Disaster Relief Act of 1974; (b) a state of emergency declared by the President of the United States or the Governor of the State of California; or (c) any other emergency that requires the Household to move immediately from the Existing Unit because continued occupancy of the Existing Unit by the Household constitutes a substantial danger to the health or safety, or both, of the Household.

XI. INTERPRETATION

A. Rules of Interpretation and Severability

1. The captions preceding the articles and sections of this Transition Housing Plan and in the table of contents have been inserted for convenience of reference only and must be disregarded in interpreting this Transition Housing Plan. Wherever reference is made to any provision, term, or matter in this Transition Housing Plan, the term "in this Transition Housing Plan" or "hereof" or words of similar import, the reference will be deemed to refer to any reasonably related provisions of this Transition Housing Plan in the context of the reference, unless the reference refers solely to a specific numbered or lettered section, subdivision, or paragraph of this Transition Housing Plan.
2. References to all laws, including specific statutes, relating to the rights and obligations of any person or entity mean the laws in effect on the effective date of this Transition Housing Plan and as they are amended, replaced, supplemented, clarified, or superseded at any time while any obligations under this Transition Housing Plan are outstanding, whether or not foreseen or contemplated.
3. The terms "include," "included," "including," and "such as" or words of similar import when following any general term, statement, or matter may not be construed to limit the term, statement, or matter to the specific items or matters, whether or not language of non-limitation is used, but will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter, and will be deemed to be followed by the phrase "without limitation" or "but not limited to."
4. Whenever required by the context, the singular includes the plural and vice versa, the masculine gender includes the feminine or neuter genders and vice versa, and defined terms encompass all correlating forms of the terms (e.g., the definition of "waive" applies to "waiver," "waived," "waiving").

5. The provisions of this Transition Housing Plan are severable, and if any provision or its application to any person or circumstances is held invalid by a final order or judgment of a court with valid jurisdiction over the matter, the invalid provision will not affect the other provisions or the application of this Transition Housing Plan that can be given effect without the invalid provision or application.

EXHIBITS AND APPENDICES

- Appendix 1: Grievance Procedures
- Appendix 2: Sample Moving Expense Allowance Schedule
- Appendix 3: Sample Tenant Income Certification Form
- Appendix 4: Definitions

APPENDIX 1

Grievance Procedures

The policy of each Housing Provider is that all tenants' Covered Disputes be given complete and objective consideration. On rare occasions, this may require reference of a problem to higher levels of authority. This procedure has been adopted to assure that all tenants have an opportunity for full "due process" and a fair opportunity to present and resolve any Covered Dispute. All Grievants are entitled to use this procedure without concern that any retaliatory action will be taken against them as a result.

A. Applicability.

1. Covered Disputes. Any member of a Household, and any Household, that disagrees with a Housing Provider's determination regarding eligibility for Transition Benefits, the proposed amount of Moving Assistance, or the adequacy of the Transition Unit to which the Transitioning Household was referred (each a "**Covered Dispute**") shall have the rights in this Appendix 1.

2. Exhaustion of Remedies. The aggrieved Person or Household (individually, or as a Household, the "**Grievant**") must exhaust the remedies described in these Grievance Procedures before seeking judicial review of a Covered Dispute.

B. Pre-Grievance Procedures – Initial Steps.

1. Housing Provider's Employee. The Grievant shall first attempt to resolve the Covered Dispute by bringing the Covered Dispute directly to the pertinent Housing Provider employee for resolution.

2. Housing Provider's Property Manager. If the Grievant does not believe that the employee has adequately resolved the Covered Dispute, the Grievant shall bring the Covered Dispute to the Property Manager of the Housing Provider.

3. Housing Provider's Property Supervisor. If the Grievant does not believe that the Property Manager has adequately resolved the Covered Dispute, the Grievant shall bring the Covered Dispute to the Property Supervisor of the Housing Provider (who may manage the staff and facilities of several buildings). The contact information for the Property Supervisor designated to collect and route grievances for all properties under the control of the applicable Housing Provider is indicated at the end of these Grievance Procedures.

4. Additional Procedures. If the Grievant does not believe that the Property Supervisor has adequately resolved the Covered Dispute, the Grievant may follow the procedures described below.

C. First Grievance Meeting.

1. Applicability. If a Grievant is not satisfied with the results of the pre-Grievance procedures described in Subsection B as to a Covered Dispute, then the Grievant is entitled to an first meeting as outlined in this Subsection C. The goal of the first meeting is to resolve the Covered Dispute without the need for a second meeting.

2. Presentation of Request for the First Meeting. The Grievant must personally present the Covered Dispute either orally or in writing to the Housing Provider's administrative office (at the location indicated at the end of these Grievance Procedures), so that the Grievant and the Housing Provider's Director of Property Management may discuss the Covered Dispute informally. The Grievant must present the Covered Dispute within a reasonable time, not to exceed ten (10) days after meeting with the Housing Provider's Property Supervisor under Subsection B.4 above. While the Grievant can present the Covered Dispute orally, the record will be clearer if the Grievant states the Covered Dispute in writing. The Grievant must specify the particular ground(s) for the Covered Dispute and the action or relief sought. The Housing Provider will prepare a written, dated, and signed summary of the discussion at the first meeting, and will respond in writing within 10 business days of the first meeting. The Housing Provider's Director of Property Management will mail or deliver one copy of the response to the Grievant and keep one in the Grievant's file. The response will specify: (a) the name of the Grievant, (b) the date of the meeting, (c) the nature of the Covered Dispute, (d) the Housing Provider's Director of Property Management's determination of the Covered Dispute grievance and the specific reasons for that determination, (e) the Grievant's right to a second meeting, and (f) the procedure by which the Grievant may request a second meeting if the Grievant is not satisfied with the proposed disposition by the Housing Provider's Director of Property Management.

D. Second Grievance Meeting.

1. Applicability. If the Grievant is dissatisfied with the decision at the first meeting described in Subsection C, the Grievant has the right to a more formal second meeting. The Grievant may submit a written request to the Housing Provider within 10 days after receiving the decision from the first meeting. If the Grievant misses this 10-day deadline, the determination from the first meeting will be the determination at this stage. This shall not, however, constitute a waiver of the Grievant's right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding. As with the first meeting, the Grievant's request for a second meeting must state the nature of the Covered Dispute, the reasons why the Grievant disagrees with the decision resulting from the first meeting and action or relief sought.

2. Process. An impartial person who is mutually agreeable to the Grievant and the Housing Provider will conduct the second meeting as the convener of the second meeting. In the event the Grievant and the Housing Provider cannot agree on such a person, a three-person panel

will be selected as follows: the Grievant will select one person, the Housing Provider will select another, and the first two panel members will jointly select the third person. These three individuals will comprise the meeting panel. If the members appointed by the Grievant and the Housing Provider cannot agree on a third person, such member shall be appointed by an independent organization contacted by the Housing Provider, such as the American Arbitration Association.

3. Timing. The meeting will be held no more than 10 calendar days after the Grievant and the Housing Provider have agreed upon a convener or the meeting panel has been selected. The Grievant will be given at least 5 calendar days' notice of the meeting date and time. If the Grievant or the Housing Provider's representative fails to appear, the convener or meeting panel can either declare that the absent party has waived the right to this meeting or reschedule the meeting for a later date.

4. Procedures Governing the Meeting. The following procedures are applicable to the second meeting and are intended to protect the Grievant's right to a fair meeting:

(a) The Grievant can bring as much evidence to the meeting as the Grievant thinks is necessary.

(b) The Grievant can bring someone to represent or assist the Grievant at the meeting, but the Grievant must also be present.

(c) The Grievant and Housing Provider can have additional representatives to support their respective positions, with the right to question each other's representatives.

(d) The Grievant will be given the opportunity before the meeting to examine all documents, records, and regulations that are relevant to the meeting.

(e) The meeting will be private.

(f) The meeting will be tape recorded, and either party may request a written transcript at such party's own expense.

(g) At the meeting, the Grievant must present his/her side of the dispute and state what the Grievant wants done. It will then be Housing Provider's burden to justify its decision.

(h) Those present at the meeting must conduct themselves in an orderly fashion.

(i) If the Grievant needs an interpreter, the Grievant must provide its own or inform the Housing Provider of the need for an interpreter at least 2 business days prior to the scheduled meeting date so that the Housing Provider can provide the required interpreter.

5. Decision of the Convener or Panel

(a) The convener or meeting panel must send a written decision to all parties within 10 calendar days after the second meeting. The decision will be based solely upon a preponderance of the evidence presented at the second meeting and in conformance with the Plan to which these Grievance Procedures are attached.

(b) If the decision is in the Grievant's favor, the Housing Provider must promptly implement the decision. If the decision is not in Grievant's favor, the Grievant may accept the decision or take the Covered Dispute to court.

E. Right to Go to Court

Participation in any of the procedures described above will not waive, or affect in any manner whatsoever, any rights the Grievant or Housing Provider may have to any judicial proceedings that may thereafter be brought on the matter; however, participation in such procedures is a condition precedent to the Grievant's ability to seek a judicial review of the Covered Dispute.

CONTACT INFORMATION FOR HOUSING PROVIDERS
AND LOCAL RESPONSIBLE AGENCY

ENTITY NAME

CONTACT INFORMATION

APPENDIX 2

Sample Moving Expense Allowance Schedule
(as published by the California Department of Transportation)

Fixed Moving Schedule CALIFORNIA (Effective 2008)	
Occupant Owns Furniture:	
1 room	\$625
2 rooms	\$800
3 rooms	\$1,000
4 rooms	\$1,175
5 rooms	\$1,425
6 rooms	\$1,650
7 rooms	\$1,900
8 rooms	\$2,150
Each additional room	\$225
Occupant does NOT Own Furniture:	
1 room	\$400
Each additional room	\$65

APPENDIX 3

Sample Tenant Income Certification Form

(As published by the Tax Credit Allocation Committee)

APPENDIX 4

Definitions

The following terms used in this Transition Plan are defined as follows:

“**Actual Reasonable Moving Expenses**” is defined in **Section VI.A.1** (Covered Moving Expenses).

“**adult**” means a Person 18 years old or older.

“**Adult Student**” means an adult who, during the previous 12 months, was enrolled in two or more courses concurrently at an accredited educational institution, unless the Person is: (1) receiving assistance under Title IV of the Social Security Act; (2) enrolled in a job-training program; or (3) in a Transitioning Household composed entirely of full-time Adult Students who are single parents and are not listed as Dependents on someone else’s tax return or who are married and file a joint return.

“**Base Monthly Rental Cost**” means the amount that a Transitioning Household will pay as its initial rent for a Transition Unit, which will be determined as explained in **Section V.E** (Calculation of Base Monthly Rental Cost).

“**Base Redevelopment Act**” is defined in **Section I.A** (Background).

“**BRAC**” is defined in **Section I.A** (Background).

“**CEQA**” is defined in **Section I.A** (Background).

“**City**” means the City and County of San Francisco, a municipal corporation organized and existing under the laws of the State of California, or, as the context requires, the area within the City’s jurisdictional boundaries.

“**Covered Dispute**” is defined in **Appendix 1** (Grievance Procedures).

“**DDA**” is defined in **Section I.A** (Background).

“**Decent, Safe, and Sanitary**” when used in reference to a Transition Unit means a Dwelling that meets the minimum requirements specified in **Section V.B** (Standards Applicable to Transition Units).

“**Dependent**” is defined in **Section VIII.B.1** (Allocation of a Transition Unit and Moving Assistance).

“**Development Plan**” is defined in **Section I.A** (Background).

“**Dwelling**” means the primary Dwelling of a Household, including a single-family residence, a single-family residence in a two-family building, multi-family or multi-purpose

building, or any other residence that either is considered to be real property under state law or cannot be moved without substantial damage or unreasonable cost.

“**Effective Date**” is defined in **Section I.E** (Effective Date).

“**elderly**” means a Person who is 62 years of age or older.

“**Existing Unit**” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

“**First Notice to Move**” means a written notice to a Household, as described in **Section III.A** (First Notice to Move).

“**Funding Sources**” means the sources of funds used to finance or subsidize the construction, rehabilitation or occupancy of a particular Dwelling or Transition Unit, which may include, but are not limited to, state and federal tax credits; vouchers issued under Section 8 of the United States Housing Act of 1937; loans made by a federal, state or local governmental entity; and other funding sources.

“**Good Standing**” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

“**Grievant**” is defined in **Section IX** (Grievance Procedures)

“**Household**” is defined in **Section II.A.1** (Determination of Household Eligibility for a Transition Unit and Moving Assistance).

“**Household Income**” means the total annual income of a Household including the total annual income of all adults, determined according to the then-current Tenant Income Certification Form published by the Tax Credit Allocation Committee.

“**Housing Provider**” is defined in **Section II.A.1** (Determination of Household Eligibility for a Transition Unit and Moving Assistance).

“**HUD**” means the United States Department of Housing and Urban Development or any successor federal agency.

“**Long-Term Move**” is defined in **Section I.D** (Overview and Program Framework).

“**LRA**” is defined in **Section I.A** (Background).

“**minor**” means a member of a Household who is under 18 years of age, excluding foster children, the head of Household, and a spouse of a member of the Household.

“**Move Date**” is defined in **Section III.C.1** (Time and Contents of Second Notice to Move).

“**Moving Expense Allowance**” is described in **Section VI.A.2** (Allowance Alternative).

“Moving Assistance” is defined in **Section III.E** (Complete the Move).

“Notice to Move” means a First Notice to Move or a Second Notice to Move, as appropriate in the context.

“NSTI” is defined in **Section I.A** (Background).

“Person” means an individual.

“Personal Property” means tangible property that is situated on real property vacated or to be vacated by a Transitioning Household and that is considered personal property under the state law, including fixtures, equipment, and other property that may be characterized as real property under state or local law, but that the tenant may lawfully and at his or her election may move.

“Residential Lease” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

“Second Notice to Move” means a written notice to a Household, as described in **Section III.C** (Second Notice to Move).

“Supporting Household” is defined in **Section VIII.B.1** (Allocation of a Transition Unit and Moving Assistance).

“Temporary Move” is defined in **Section I.D** (Overview and Program Framework).

“Tenant” means a Person who rents or is otherwise in lawful possession of a Dwelling, including a sleeping room, that is owned by another Person.

“Term Sheet” is defined in **Section I.A** (Background).

“TICD” is defined in **Section I.A** (Background).

“TIHDI” is defined in **Section I.A** (Background).

“Transition Housing Plan” is defined in **Section I.A** (Background).

“Transition Unit” is a newly-constructed Dwelling on Treasure Island that meets the standards of **Section V.B** (Standards Applicable to Transition Units).

“Transitioning Household” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

“Unlawful Occupancy” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).