

Location:	2315-2317 International Boulevard (APN: 020 010500202). (See map on reverse)
Proposal:	Appeal of the Zoning Manager’s Determination on the applicability of Oakland Municipal Code Chapter 17.153, demolition, conversion, and rehabilitation for residential hotels, and finding that the building is a Residential Hotel.
Applicant:	Hasmukhbhai B. Patel & Rashmika Leva
Owner:	Hasmukhbhai B. Patel & Rashmika Leva
Appellant:	Smith LLP
Planning Determination Required:	Determination regarding Statement of Exemption, and subsequently, an Initial Usage Report Determination if the Zoning Manager’s Determination is upheld.
General Plan:	Neighborhood Center Mixed Use
Zoning:	CN-3 Zone
Environmental Determination:	The proposal is not considered a project as defined by Public Resources Code Section 21065 and Section 15378 of the State CEQA Guidelines, and therefore does not require CEQA review.
Historic Status:	PDHP; Oakland Cultural Heritage Survey (OCHS) Rating: Ed2+; Area of Secondary Importance (23rd Avenue Commercial)
City Council District:	5
Status:	The Zoning Determination Letter was mailed on January 15, 2020. The Determination was appealed on January 27, 2020.
Staff Recommendation:	Deny the Appeal and uphold the Zoning Manager’s Determination.
Finality of Decision:	Final (not administratively Appealable pursuant to OMC Sec. 17.132.030)
For Further Information:	Contact case planner Danny Thai at 510-238-3584 or dthai@oaklandnet.com

SUMMARY

Oakland’s Residential Hotels represent an increasingly rare form of affordable housing essential to sheltering Oakland’s most vulnerable residents including but not limited to those with unstable finances or little access to credit (social security, disability, small pensions or general assistance), and those that have mental or physical disabilities limiting their ability to secure employment and housing. According to City reports, Residential Hotel Units have been removed from the housing stock at a very rapid rate including a 2015 report that found that the City lost approximately 799 Residential Hotel Units in Downtown Oakland. More recently, there has been increased pressure to convert these units to dormitories, market-rate apartments or market rate rooms for rent. Many have also been considered for conversion to boutique commercial hotels.

To address these losses and stressors, the City Council passed Resolution No. 86408 C.M.S. on October 4, 2016, which requested the City Planning Commission amend Oakland’s Planning Code. Subsequently, the City Council adopted Ordinance 13410 C.M.S. that went into effect on December 13, 2016 placing a moratorium on actions that would lead to the loss of Residential Hotel Units. On January of 2017, the moratorium was extended until December 11, 2018.

On December 4, 2018, the City Council adopted Ordinance No. 13509 C.M.S. amending the Planning Code to include Section 17.153 Demolition, Conversion and Rehabilitation Regulations for Residential Hotels (Regulations) with the overall purpose of preserving the existing supply of Residential Hotel Units and



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providing protections for the populations that reside in these units. As such, the Regulations control the demolition, conversion, and rehabilitation of Residential Hotels.

The Regulations also created a process for the City to notify the property owners of buildings the City has preliminarily determined to be a Residential Hotel. Property owners who dispute that preliminary determination may file a formal Statement of Exemption Determination requesting a Certificate of Exemption and detailing why the building is not a Residential Hotel, and therefore, exempt from the Regulations. Property owners who do not dispute the preliminary determination must file a Determination for an Initial Usage Report which documents the number of Residential Hotel Units and number and type of amenity spaces. The City then issues a Certificate of Status which, along with floor plans, is required to be posted in the building.

The property at 2315-2317 International Boulevard, currently known as Mitchell Hotel, was one of the sites that were preliminarily identified to be a Residential Hotel. The Applicant was notified of the preliminary determination on August 10, 2018, prior to adoption of the Regulations, and they were invited to attend a meeting for property owners that occurred on August 22, 2018 to discuss the proposed Regulations. The Applicant was also notified of the public hearings before the Planning Commission, Community and Economic Development Committee, and the Oakland City Council which occurred between September and November of 2018. On January 3, 2019, the City mailed out the required notice to all property owners asking them to either file a Statement of Exemption or Initial Usage Report as described above. Staff did not receive a return receipt from the Applicant. In July of 2019, the City researched properties for which we did not receive a return receipt and found that a change of address had occurred. As such a revised letter was sent on July 3, 2019 requesting the Applicant to timely file a Statement of Exemption or Initial Usage Report. Per the Regulations, the Applicant had 90 days from the issuance of the July 3rd letter to submit evidence that that property was not a Residential Hotel as part of a Statement of Exemption Determination (*Attachment 1*). On September 30, 2019, the Applicants/Owners submitted their Statement of Exemption Determination application to the Bureau of Planning (*Attachment 2*). The request was determined to be Incomplete, and an Incomplete Letter noting the application deficiencies was mailed to the Applicant on October 28, 2019 (*Attachment 3*).

The Bureau of Planning did not receive the additional requested documentation by November 27, 2019 (30 days after the Incomplete Letter was sent).¹ Per Planning Code Section 17.153.030C (Insufficient Filing), if an Applicant fails to provide the additional requested document within 30 days from the date of the Incomplete Letter, “the Director will issue the Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units.” Despite this clear language in the Planning Code requiring automatic denial, staff researched additional sources to ensure the accuracy of the determination including city directories of residences and businesses, census data, building permits, reports, letters, and lists of Deemed Approved Residential Hotel inspections as this information had been shown useful in other Statement of Exemption Determinations. All the information, both submitted by the Applicant and publicly available and researched by staff supported the conclusion that the property met the definition and characteristics of a Residential Hotel. As such, on January 15, 2020 the Zoning Manager issued a Determination denying the request for a Certification of an Exemption and confirming that the property was a Residential Hotel in accordance with the Planning Code requirements noted above (*Attachment 4*).

The 10-day appeal period ended on January 27, 2020 at 4:00 p.m., A timely Appeal was filed of the Zoning Manager’s decision on that same day by Smith LLP alleging that the Zoning Manager made a decision not based on substantial evidence (*Attachment 5*). Specifically, the Appellant wrote in the Appeal that:

1. The Exemption was granted; the Appellants relied on the exemption in entering into certain agreements related to the property; and the City later claimed that the exemption was granted in error.
2. The denial of the exemption constitutes a taking by the City without due process of law.
3. The current use of the property is a semi-custodial transitional housing for formerly incarcerated

¹ Additional documentation was submitted via e-mail on December 30, 2019, approximately 30 days after the November 27, 2019 deadline .

- individuals. It is not used or intended to be used as permanent housing.
4. The determinations by the City violate the Subdivision Map Act.
 5. Evidence in support if these positions is in the possession of the City or are based on undisputed facts.

These arguments are further detailed and discussed in the *Basis of Appeal* Section of this report.

For the reasons stated in this report and attachments, including the Applicant’s failure to timely submit requested information to the Planning Bureau, the building’s history and physical characteristics as well as Appellant’s failure to assert error, abuse of discretion, or lack of evidence in the Zoning Manager’s decision, staff recommends the Planning Commission deny the Appeal, thereby, upholding the Zoning Manager’s Determination of a denial of the Residential Hotel Statement of Exemption.

BACKGROUND AND LEGISLATIVE HISTORY

- The City of Oakland has been monitoring the status of Residential Hotel Units, a common form of Single-Room Occupancy (SRO) units, since at least 1985. A report prepared that year found that SRO units “have been removed from the housing stock at a very rapid rate.” The report identified “at least 27 facilities which can be classified as Residential Hotels (i.e., at least 10% of the units being used for SRO housing).” The 25 hotels that responded to the City’s survey included a total of 1,861 rooms available for rent. While a 2004 report identified additional Residential Hotels, a 2015 report found that the City lost approximately 799 Residential Hotel Units in Downtown Oakland.
- To combat these losses, on October 4, 2016, the City Council unanimously passed Resolution No. 86408 C.M.S., which requested the City Planning Commission initiate action to amend Oakland’s Planning Code to help preserve the existing supply of Residential Hotel Units, and to return to City Council with proposed amendments. Subsequently, the City Council adopted an ordinance that placed a moratorium on actions that would lead to the loss of Residential Hotel Units. This ordinance, titled Ordinance No. 13410 C.M.S., went into effect on December 13, 2016. In January of 2017, the moratorium was extended until December 11, 2018. On December 4, 2018, the City Council adopted Ordinance No. 13509 C.M.S., the Residential Hotel Regulations.
- Both state law and the Regulations define a “Residential Hotel.” Since at least 2005, California Health and Safety Code Section 50519 defines a Residential Hotel as:

“any building containing six or more guestrooms or efficiency units, as defined by Section 17958.1, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, but does not mean any building containing six or more guestrooms or efficiency units, as defined by Section 17958.1, which is primarily used by transient guests who do not occupy that building as their primary residence.”

Similarly, the Regulations state that a “Residential Hotel is defined in accordance with California Health and Safety Code Section 50519,” and means:

“any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area.”

The Planning Code further defines Rooming Unit to mean:

“a room or suite of rooms, not including a kitchen, designed or occupied as separate living quarters, with or without common boarding provisions, but excluding such rooms where they accommodate a total of three (3) or fewer paying guests within a One-Family Dwelling Residential Facility through the main portion of which access may be had to all such rooms; provided that in the case of student dormitories and similar group living arrangements, each two beds shall be deemed a rooming unit.

- The Regulations impose restrictions on certain actions relating to Residential Hotels and additionally require a Conditional Use Permit (CUP) before other specified actions may occur. In particular, any amenity rehabilitation of a Residential Hotel Unit or a Residential Hotel is prohibited, as is the conversion or demolition of a Residential Hotel Unit or Residential Hotel if there have been any adjudicated cases evidencing tenant harassment or illegal eviction in the past five years. In other cases, a CUP is required before the demolition or conversion of a Residential Hotel, which will only be granted upon showing that replacement Residential Hotel Units will be provided. Various exceptions to the CUP requirement are outlined in the Regulations including the following, which is most applicable to this Appeal.
 - *Conversion of a Residential Hotel to a Transitional Housing Activity.* (O.M.C. Section 17.153.060 B.)
- The Regulations impose a requirement that owners inform the City of notice of a proposed offering for sale or transfer of a Residential Hotel property and allow the City 90 days to tender an offer to purchase the property.
- The Regulations apply to Residential Hotels that the City has specifically identified. The Regulations include a process to ensure that a property owner who contends that their property is not a Residential Hotel has the opportunity to submit evidence explaining why not. Section 17.153.030 states that the Planning and Building Department will notify by mail property owners preliminarily determined by the City to be operating a Residential Hotel subject to the Regulations. The property owner then has either 180 days to submit an Initial Usage Report describing the physical and operational characteristics of the property, or 90 days to file a Statement of Exemption. The Director of Planning shall review the documentation submitted, and the property owner may appeal the Director’s determination within 10 calendar days. In reviewing either a Statement of Exemption or Initial Usage Report application, the Regulations require that the Applicant submit and that Planning Staff review information relevant to determine the physical and functional characteristics of the property as of December 13, 2016, which is the date that the City of Oakland first adopted a moratorium prohibiting the conversion of a Residential Hotel.

PROPERTY DESCRIPTION

The subject property is located midblock on International Blvd. between 23rd Avenue and Miller Avenue. The site contains a mixed-use building with ground-floor commercial space and habitable rooms on the second and third floors. The building is considered a Potentially Designated Historic Property, is in a historic district (Area of Secondary Importance: 23rd Avenue Commercial) and has an OCHS Rating of Ed2+.

RESIDENTIAL HOTEL DETERMINATION ZONING ANALYSIS

Submittal

On September 30, 2019, the owner of Mitchell Hotel submitted a “Residential Hotel Statement of Exemption” Determination application to the Bureau of Planning.

Staff reviewed the information submitted, and per Planning Code Section 17.153.030B(2):

The of Exemption shall be accompanied by evidence, such as a certified copy of the property's tax returns, transient occupancy tax records, residential landlord tax records, Planning and Building Permit records, Alameda County Assessor records, floor plans, or any other evidence necessary to prove the property does not meet the afore-mentioned definition of Residential Hotel or that individual units do not meet the definition of a Residential Hotel Unit."

Per Planning Code Section 17.153.030C:

If the Director determines that additional information is needed to make a determination, the Director shall request the additional information in writing. The owner shall furnish the requested information within thirty (30) calendar days upon receipt of the written request.

The information provided by the Applicant did not include several of the items needed for the Bureau of Planning to make its determination. As such, an Incomplete Letter was sent via U.S. mail on October 28, 2019, detailing the items that were considered insufficient or were not submitted in the initial submittal, including: Residential landlord tax records, Planning and Building Permit records (Attachment 3). These items are noted in the Regulations and were deemed necessary because they can demonstrate whether the building has paid taxes as a residential as opposed to a commercial use, the overall history of the building as a residential or commercial use, and whether the building exhibits the characteristics of a Residential Hotel. In addition, and although it was not necessarily relevant to the Residential Hotel Determination but to the legality of the business, staff requested evidence of the Transitional Housing Agreement with the Department of Corrections and Rehabilitations. The Incomplete Letter required submittal of the outstanding items within 30 days (November 27, 2019).

Additional Evidence the Property is a Residential Hotel

As defined in 17.153.020, Residential Hotels are properties that consist of six or more Rooming Units, as defined in Section 17.09.040 of the Oakland Planning Code, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area. The Regulations require that the Applicant submit, and Planning staff review, information relevant to determine whether the property met the definition of a Residential Hotel as of December 13, 2016, which is the date that the City of Oakland first adopted a moratorium prohibiting the conversion of a Residential Hotel. During the analysis of a Residential Hotel Determination, both the physical characteristics and the functional characteristics of the property are considered to determine if the property is a Residential Hotel. The functional floorplan of a property along with supporting evidence of use of the units as primary residences determine if the physical characteristics meet the definition of a Residential Hotel. While the length of stay is not conclusive evidence of whether a residence is a person's primary residence, and in fact a Residential Hotel guest may use a Residential Hotel Unit as their primary residence for lengths less than 30 days based on inability to pay for longer stays, lengths of stay longer than thirty days (30) serves as strong evidence that the room is being used as a primary residence. Staff evaluated the floorplans and documentation to determine whether the property contained at least six Rooming Units in the building as well as whether those units were used as the primary residence of the guests who resided in those units (**Attachment 4, pages 1-3**).

- In yearly City directories of residences and businesses for Oakland from the 1940's, the property is not listed under a commercial hotel. Instead it is listed under Furnished Rooms which suggests a capacity of primary living that is distinct from a classification of a commercial hotel. (**Attachment 4-B**.) Furthermore, U.S. Census information was also noted as it indicates the presence of 32 persons living at a property as their primary residence. (**Attachment 4-C**.)
- City building permits, reports, and letters indicate that the building has historically been used for residential purposes including a 1959 building permit showing the present use as a three-story

apartment house and Residential Record Reports from 1961, 1976, 1979 and 1981 noting the number of habitable rooms ranging between 15 and 40 units. Furthermore, a City of Oakland letter dated March 22, 1983 notes the violations in common/community kitchens and in the units/sleeping rooms. The presence of common or community kitchens indicates that at least some of the rooms do not include kitchens, and therefore are Rooming or Efficiency Units. *Attachment 4-E.*)

- Annual Deemed Approved Residential Hotel inspections occurred at the property in 2008, 2009, 2010, 2012, 2014 and 2016. (*Attachment 4-F.*)
- A Zoning Clearance application submitted in 2017 to establish the existing three-story residential vacant hotel into a 36 (room) rooming house. (*Attachment 4-G.*)

Staff did not find evidence to support concluding that the property is not a Residential Hotel.

Finally, it should be noted that the Applicant did submit floor plans and other information after the Incomplete Letter deadline (*Attachment 6*). The floor plans show 13 rooms with no kitchens or bathrooms within the rooms, two offices, a kitchen and a living room on the second floor, and 18 rooms with no kitchens or bathrooms within the rooms on the third floor.² These floor plans show that the building has the physical characteristics to meet the definition of a Residential Hotel.

Determination

Because the Applicant did not timely submit additional information needed to make a determination, the property is automatically and conclusively determined to be a Residential Hotel. Per Section 17.153.030C:

If the requested information is not furnished, the Director will issue the Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units.

Despite the clear language in the Planning Code requiring automatic denial, staff researched sources independently of the Applicant to analyze whether the property is a Residential Hotel as noted above. The documents submitted by the Applicant as well as other publicly available information supported the conclusion that the property met the definition and physical characteristics a Residential Hotel minus the ground floor commercial spaces.

As a result, a Determination letter was mailed to the Applicant on January 15, 2020, stating that the Statement of Exemption was denied, and the building has been determined to be a Residential Hotel entirely composed of individual Residential Hotel Units (*Attachment 4*).

BASIS OF APPEAL

The Appellant filed a timely Appeal of the Zoning Manager's Determination on January 27, 2020 (*Attachment 5*). The basis of the Appeal is that the Zoning Manager abused its discretion and made a determination not based on substantial or any evidence. The Appeal does not address the fact that the Applicant failed to timely submit information requested by the Bureau of Planning. Instead, the Appeal alleges that:

1. The Exemption was granted; the Appellants relied on the exemption in entering into certain agreements related to the property; and the City later claimed that the exemption was granted in error.
2. The denial of the exemption constitutes a taking by the City without due process of law.

² This unit count has not been verified by Planning staff and would be reviewed and compared against available building records during the Initial Usage Report process if the Planning Commission was to uphold the determination that the building is a Residential Hotel.

3. The current use of the property is a semi-custodial transitional housing for formerly incarcerated individuals. It is not used or intended to be used as permanent housing.
4. The determinations by the City violate the Subdivision Map Act.
5. Evidence in support if these positions is in the possession of the City or are based on undisputed facts.

The following is a summary of the specific issues raised in the Appeal along with the staff’s response to each point. Each allegation is shown in **bold text** and the staff response follows each point in regular type.

The Appeal form indicates that the appellant must raise each and every issue on the Appeal form. The Appeal form further states that the Appeal is limited to evidence presented to the decision-maker before the close of the public hearing/comment period Appeal deadline on the matter. An electronic submission of supplemental information including additional evidence was received on April 3, 2020, 68 days after the Appeal deadline. In addition, the Appellant has continued to submit supplemental information to staff (*Attachment 7*). This additional information was not made available to staff and the Zoning Manager prior to issuance of the determination.

1. The exemption was granted. Appellants relied on the exemption in entering into certain agreements relating to the Property. City later claimed that the exemption was granted in error.

The Appellant argues that the property’s use as a Transitional Housing Residential Activity was granted as permissible by the Planning Department on March 16, 2017. As a result, the Appellant claims the Applicants entered into certain agreements (presumably with the California Department of Corrections and Rehabilitations, though not stated in the Appeal). As such, the Appellants claim the exemption for transitional housing allowed in the Regulations was already granted to the Applicants.

Staff Response

Staff understands the Appellant’s argument not to be that the Statement of Exemption itself was granted, but instead that Appellant is either claiming that an exemption from the conditional use permit requirements of the Regulations to convert to transitional housing was granted, and therefore the property should be exempt from the Statement of Exemption determination process, or that the property was converted to a use that does not meet the definition of a Residential Hotel prior to the City’s adoption of the Regulations. Staff disagrees.

- In their Statement of Exemption application, the Applicant submitted documentation of a 2017 City of Oakland New Rental Application, and also submitted a letter from a master lessee stating that the property is currently being used for the purpose of a re-entry transitional housing program and has been used for that purpose since 2017. (*Attachment 2, Exhibits 2 and 4.*) At the time of the Zoning Manager’s Determination, the Planning Bureau also had documentation of the Applicant applying for a Zoning Clearance on March 16, 2017 “to establish an existing three-story residential vacant hotel into 36 (room) rooming house permitted activity in CN-3 Zone” (*Attachment 4-G*) The Zoning Clearance application does not indicate that the property was being changed or going to be used as a Transitional Housing Activity. The only change indicated was that the hotel was going to be turned into a Rooming House, a residential facility type defined as including permanently fixed buildings, or those portions thereof, which accommodate or are intended to accommodate Residential Activities and each of which contains one or more Rooming Units. As such, the Zoning Clearance did not approve a change of activity at the property to a Transitional Housing Activity and instead documents that the property owner at the time classified the current use of the property as a “residential vacant hotel” and proposed to continue to use the property as a “Rooming House” facility, a facility type consistent with the definition of a Residential Hotel.

Every property in the City is classified based on common functional characteristics and assigned an Activity and Facility type. There was no indication that a change in Activity type would occur. Planning Code Section 17.10.630 describes the Residential Facility types, one of which is a

Rooming House. Planning Code Section 17.33.040 outright permitted the change to a Rooming Facility. However, while this Zoning Clearance was granted, it was voided later with the note: “Not Required for a Rental Property.” This is true, Zoning Clearances are not required to rent out units. Only a Business Tax License is required. This request did not change the building to a Transitional Housing Activity.

On October 10, 2017, the City issued a Zoning Verification Letter (DET17106) regarding the zoning on the site, whether Transitional Housing was permitted, and the process to rebuild in case of damage or destruction (**Attachment 8**). The letter notes that a Transitional Housing Residential Activity is a permitted activity in the CN-3 Zone but, again, did not grant conversion to such a Transitional Housing Activity.

Separately, on April 4, 2019, the Applicant submitted a request to change the Activity type to Transitional Housing. The Zoning Clearance was granted; however, it was rescinded on July 2, 2019. (**Attachment 9**.) As noted in the rescission letter, the Zoning Clearance was invalid because the property, which had been preliminarily identified as a Residential Hotel, was required by the Planning Code to receive a written determination by the Planning Director regarding the building’s status before the Zoning Clearance could be approved. Only after a Determination as to the building’s residential hotel status was made, could the City consider changing the building into a Transitional Housing Activity, which is allowed without a CUP per Planning Code Section 17.153.060 upon request and as part of the Initial Use Report Determination. The Determination could include the request that the Zoning Manager grant an exception to the CUP requirement per Planning Code Section 17.153.060(B).

- Second, the Applicant submitted documentation that the Applicant had entered into an agreement with the California Department of Corrections and Rehabilitations on November 7, 2017 through June 30, 2020 to operate the property as transitional housing for former correctional institution inmates (**Attachment 6 and 10**). When the agreement was signed the property was still considered a Permanent Residential Activity³. It clearly was not approved as a Transitional Housing Activity by November 7, 2017. As such, staff is unsure what exemption or approval was relied upon when entering into this agreement.
- Third, the status of the Mitchell Hotel must be evaluated based on its legally approved use as of December 13, 2016. Section 17.153.030(B) of the Oakland Planning Code states:

All properties notified by the Planning and Building Department of their preliminary Residential Hotel status must file an Initial Usage Report or a Statement of Exemption to determine the legal status of the subject property as of December 13, 2016.

The enacting ordinance does allow for buildings that were lawfully issued permits after 2016 but before adoption of the Regulations for conversion to a new activity to be exempt from the Regulations. But here no such permits were issued. Since the Mitchell Hotel has operated as a permanent residence for many decades as noted in the Determination Letter and no permit was filed to convert the location into another approved use by December 13, 2016, the Mitchell Hotel is considered a Residential Hotel.

In sum, the building was a Permanent Residential Activity in December of 2016 with physical and functional characteristics of a Residential Hotel. No approval was granted for a Transitional Housing Activity in March of 2017, and the Applicant entered into an agreement with the state before receiving approval for a Transitional Housing Activity. As such, no exception was granted or has been granted. With

³ See Documentation in the City’s Determination Letter regarding the Hotel’s use as Permanent Residential.

submittal of an Initial Usage Report and request, the City can consider the CUP exception to convert the building legally into a Transitional Housing Activity and continue the current operation on the site.

2. The denial of the exemption constitutes a taking by the City without due process of law.

The Appellant raises two constitutional challenges in its Appeal. First, that the Bureau of Planning's Determination that the Property is a Residential Hotel violates the Appellant's due process rights, and second, that the Determination is an unlawful taking of the Appellant's property.

Staff Response

To the extent the Appellant is directly challenging the City Council's adoption of the Residential Hotel Regulations, the Bureau of Planning and the Planning Commission have no jurisdiction to consider those claims. The Planning Commission is limited to considering whether, in concluding that the Mitchell Hotel meets the definition of a Residential Hotel, the Planning Director or his designee committed an error or an abuse of discretion, or his decision was not supported by the evidence in the record. The Planning Commission is not tasked with evaluating the legality of the City Council's legislative enactments.

To the extent that the Appellant contends that the Residential Hotel Regulations are unlawful in their application to the Mitchell Hotel, the Appellant's challenge is premature. The Bureau of Planning's Determination is only that: a determination that the property at issue is a Residential Hotel that will be subject to the restrictions set forth in Planning Code Section 17.153.040 and Conditional Use Permit requirements set forth in Planning Code Section 17.153.050. The Determination does not alter the property's Activity designation. The Regulations preserve the status quo and impose restraints on a property owner's ability to seek Bureau of Planning approvals for physical modifications to the building or changes to its lawful activity. If, in the future, the Appellant sought to make physical changes or Activity type changes to the building, the Regulations allow the owner to seek a waiver determination or Conditional Use Permit exception per Planning Code Section 17.153.060(B). As mentioned above, the Regulations include a path for this property owner to apply for a Conditional Use Permit exception that, if granted, would allow for the conversion of the Residential Hotel from Permanent Residential Activity to Transitional Housing Residential Activity. (O.M.C. § 17.153.060.)

As a result, these constitutional challenges are not relevant to the Bureau of Planning's factual determination of whether the property at issue meets the definition of a Residential Hotel, as defined in the Residential Hotel Regulations.

Finally, the Applicant was notified in 2018 of the City's preliminary determination, impending changes to the Planning Code, invited to a stakeholder meeting intended to collect feedback from owners, and informed of upcoming public hearing regarding the Regulations which themselves do contain due process rights including the right to appeal both the Statement of Exemption and the Initial Usage Report Determinations.

3. The current use of the Property is as semi-custodial transitional housing formerly incarcerated individuals. It is not used or intended to be used as permanent housing.

The Appellant claims that the property is being used as temporary housing for incarcerated individuals, and therefore, does not meet the definition of a Residential Hotel.

Staff Response

The disputed Residential Hotel Determination focuses only on whether the building demonstrates the characteristics of a Residential Hotel, and not on a specific Activity type. Planning staff did not make a determination about current or approved and Activity of the site, but did acknowledge, as part of the rescinded

Zoning Clearance (*Attachment 8*), that the building is not approved for Transitional Housing Activity as a permit was not received for that use prior to the Moratorium or adoption of the Ordinance.

A Residential Hotel is defined as “any building built before 1960 containing six (6) or more Rooming Units . . . intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area.”

As previously discussed above and as discussed in the Zoning Manager’s Decision, the subject property meets the definition of a Residential Hotel. The property was built pre-1960, contains more than six rooming units on the second and third floor, and documentation supports that the rooms have been used as a primary place of residents for its occupants. This evidence includes historic records of the property being listed in city directories as a “furnished room” rather than a “hotel,” by census records indicating persons living at the property and building permits and residential reports describing the property as containing apartments and stores.

In their Statement of Exemption Application, the Applicant claimed that the subject property does not meet this definition because the rooms, as currently used for transitional housing for formerly incarcerated individuals, are not “rented out”, because the occupants are not “guests”, and the Residential Hotel is not the “primary residence” of the individuals. As required by the Regulations, the Planning Bureau’s review of whether the property met the definition of a Residential Hotel is based on what the property’s characteristics were on December 13, 2016, the date on which the City adopted its Residential Hotel Conversion Moratorium, which is before the Applicant claims to have started using the property under contract for transitional housing for formerly incarcerated individuals. Nonetheless, the property in its current use, if it were an approved activity, would still meet the definition of a Residential Hotel, since the term “guests” refers to any persons who are not the owner, and since the definition encompasses rooms that are not “rented out” but also those that are “hired out, to be occupied, or which are occupied.” Furthermore, while staff understands that the building is not operationally intended to be the permanent residence of these individuals, the documents submitted by Applicant regarding the contract with the California Department of Corrections and Rehabilitations indicate that participants shall be housed for a placement of up to 180 calendar days based on assessed needs of the participants. As a result, even under this contract, the City would consider the participants to be occupying the rooming units as both their permanent (more than 30 days per the Planning Code) and primary residence even for this amount of time.

4. The determinations by the City violate the Subdivision Map Act.

Staff Response

The Subdivision Map Act provides the City of Oakland the right to regulate and control the design and improvement of subdivisions and set procedures governing the processing, approval, or denial, and filing of tentative, final, tract maps, and parcel maps, and the modification of such maps. Such maps are necessary upon the proposal to subdivide lots, merge lots, and for condominium conversions but excepts lot line adjustments which are processed under a Parcel Map Waiver process.

The determination for the Mitchell Hotel does not involve any of the above listed actions, and therefore, is not associated with the Subdivision Map Act processes in any way. The City’s Determination was regarding the rightful classification of the building under Planning Code Section 17.153 adopted by City Council, and specifically, whether the property was or was not defined as a Residential Hotel.

The Zoning Manager did not make a Determination regarding any mapping process or based on the Subdivision Map Act.

5. Evidence in support if these positions is in the possession of the City or are based on undisputed facts.

Staff Response

The Zoning Manager's determination was based on the information the Applicants provided in their initial Statement of Exemption application to the City, as well as additional information that the Planning Bureau independently collected. The Applicants were able to submit, along with their Statement of Exemption application, any documentation that they believe supported their claim that the property is not a residential hotel. Further, the Planning Bureau sent an incomplete letter to the Applicants requesting additional information that would aid in the Zoning Manager's determination and did not receive a timely response. As a result, the Statement of Exemption application is automatically denied, and, if the Zoning Manager's decision is upheld, the Applicant will be required to submit an Initial Usage Report that will aid the Planning Bureau in determining how many Residential Hotel Units and amenities are contained on the property.

The Appellant provided an electronic submission of supplemental information and documentation on April 3, 2020—68 days after the Appeal deadline; this evidence cannot be considered by the Planning Commission as it was not made available to the Zoning Manager at the time of his decision. The Planning Commission's consideration is limited to whether the Zoning Manager determination was supported by substantial evidence based on the information in the record before him, or to determine whether a procedural error led to an abuse of discretion. A review of this information did not reveal any information relevant to the Zoning Manager's Determination Letter.

KEY ISSUES FOR CONSIDERATION

Purpose of the Residential Hotel Ordinance

There is no dispute that the state of California is in both a housing and a housing affordability crisis. The reasons for this are many including but not limited to decades of not meeting the growing demand for housing. According to the City's 2015-2023 Housing Element update and Oakland's Regional Housing Needs Allocation, Oakland should create 14,765 new housing units within these years with 2,059 affordable to very low-income households, 2,075 to low-income households, and 2,815 to moderate-income households. This overall need for housing has put tremendous strain on existing buildings, and especially Residential Hotels that have typically housed the City's most vulnerable residents. Specifically, there has been increased pressure to convert these units to dormitories, market-rate apartments or market rate rooms for rent. Many have also been considered for conversion to boutique commercial hotels.

The Oakland City Council, in implementing Policy 5.4 (Preservation of Single Room Occupancy Hotels) of the 2015-2023 Housing Element recognized the need to preserve the supply of Residential Hotels as affordable housing for very low and low-income residents, replacement units and tenant protections through the adoption of the Residential Hotel Ordinance (Section 17.153 of the Planning Code).

Possible Outcome of Overturning the Decision

The Applicant is requesting that the Planning Commission overturn the Zoning Manager's decision in part because the property is being used as Transitional Housing. This argument is confusing for several reasons.

First, transitional housing typically serves a vulnerable population, whether its low-income, homeless, or formerly incarcerated people such as the persons housed in this building. As such, the Ordinance was specifically intended to protect these populations.

Second, and as detailed above and reiterated below, the Ordinance also specifically exempts transitional housing from the CUP requirements in the Ordinance. As such, the additional submittal of the Initial Usage Report and request for an Exemption for these units and amenity spaces would further protect them from conversion or demolition.

The granting of the Statement of Exemption application, overturning of the Zoning Manager’s decision, and removal of the property and units from rehabilitation or conversion protections under the Ordinance would mean that following actions would not be prohibited.

- Demolition of the existing building.
- Conversion to a commercial hotel that may freely serve market-rate transient guests, a residential use with dwelling units at market-rate prices, or other activity permitted under the Planning Code.
- Alteration of the building in any way that may result in an increase in rent or reduction in the number of units available.

In sum, once the final decision has been made supporting the Statement of Exemption, it is possible that these units will not be recovered for this vulnerable population. Identification of this property as a Residential Hotel would provide the most protection for these units and use.,

Step by Step Process to allow the Transitional Housing Activity and Protect the Residential Hotel

The administrative process to allow a Transitional Housing Activity at this property is as follows assuming the Planning Commission denies the Appeal and upholds the Zoning Manager’s decision.

- The Applicant submits an Initial Usage Report along with a request to use the property as transitional housing in one combined determination application.
- The Bureau of Planning identifies the number of units and amenity spaces at the property.
- The Bureau of Planning Director issues an Initial Usage Report letter that allows for the Residential Hotel to be converted to a Transitional Housing Activity, as defined in Oakland Municipal Code 17.10.116 and per State of California Government Code 65582. The Initial Usage Report is accompanied with a Certificate of Status that must be posted in a common area with the floorplan.

The Certificate of Status would then protect the building from a reduction in the number of units, rehabilitation of the building that would reduce the identified functional amenities available to the residents or increase amenities that would result in the increase of rent. Should the property be classified as a Residential Hotel, amenity rehabilitations for safety purposes such as seismic retrofits, electrical upgrades, plumbing upgrades, maintenance and repairs are permitted.

Timing for Submittals and Supplemental Information

The Applicant’s failure to timely submit requested information alone is a basis for denial of this Appeal. While the Appellant continues to provide supplemental information, this information was submitted well after the deadline provided in the Residential Hotel Regulations and was not considered by staff and the Zoning Manager when the Determination was made.

The Applicant and Appellant had ample time over 120 days, to submit this information for staff’s review during the process.

- First, the Applicant had 90 days from the July 3, 2019 date the preliminary determination was made that the property was a Residential Hotel.
- Second, the Applicant had an additional 30 days to submit the requested information in the Incomplete Letter along with any other evidence that the property was not a Residential Hotel.

Staff conducted our own research into the property’s history and physical characteristics. This is the same information staff has used to evaluate over 10 Residential Hotel Statement of Exemption applications. All the evidence concluded that the property was a Residential Hotel.

Lastly, staff did review the supplemental information as well as additional documents submitted after the Appeal. None of these documents support the conclusion that the property is not a Residential Hotel and would not have affected the decision.

CONCLUSION

The goal of the Ordinance is to protect vulnerable populations that live in affordable Residential Hotel Units throughout Oakland. Vulnerable population such as the low-income, homeless, or formerly incarcerated individuals depend on the availability and affordability of the rapidly diminishing supply of Residential Hotel Unit, and for example, there are only three of these properties available in East Oakland. The City has preliminarily identified properties such as the Mitchell Hotel as Residential Hotel Units and created a process to minimize the displacement of the vulnerable population. The Statement of Exemption approval or denial process establishes whether the Mitchell Hotel is either a) a protected Residential Hotel with restrictions on rehabilitation or b) a Commercial Hotel that can be converted to any activity, facility, or physical characteristic configuration as allowed by the Planning Code.

The staff report discusses the procedural aspects to approving or denying the Statement of Exemption application and the evidence provided to support the conclusion that the property is a Residential Hotel. The Planning Code clearly states that if the Applicant does not submit required documents within the timeframe outlined in the Regulations, the Zoning Manager is required to issue the Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units, denying the request for an Exemption.

However, staff did not solely rely on the information the Applicant submitted in reaching the conclusion that the property was a Residential Hotel. While waiting for the Applicant to submit the additional information in the Incomplete Letter, staff conducted our own research into the property’s history and physical characteristics using the same process and information as at least 10 other Statement of Exemption applications. All the evidence concluded that the property was a Residential Hotel.

The Applicant wants to operate transitional housing use at the property, and one of their Appeal arguments is that they thought the use was already exempted. The status of the Mitchell Hotel must be evaluated based on its legally approved use as of December 13, 2016. A permit was never issued for the conversion to a Transitional Housing Residential Activity prior to the adoption of the Moratorium and the Residential Hotel Ordinance.

However, as outlined throughout the report, there is an administrative path within the Regulations to retain this use and protect housing for this population. The Applicant would need to submit for an Initial Usage Report Determination with the additional request for an exception from the CUP requirement for a Transitional Housing Residential Activity.

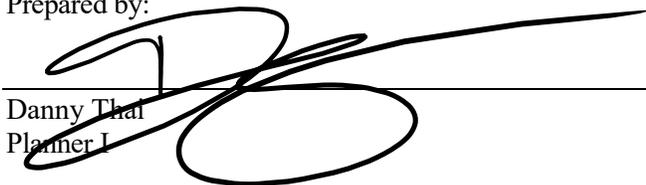
In sum, the Appellant has not demonstrated an error or abuse in discretion by the Zoning Manager as discussed above; thus, City of Oakland Planning staff believes that the Determination is valid.

RECOMMENDATIONS:

1. Deny the Appeal and uphold the Zoning Manager’s Determination decision based on the evidence and documentation provided in the letter.

Prepared by:

Danny Thal
Planner I



Reviewed by:



ROBERT MERKAMP
Zoning Manager

Approved for forwarding to the
City Planning Commission:



Edward Manasse, Deputy Director
Bureau of Planning

ATTACHMENTS:

1. Notifications regarding preliminary determinations, and public hearings, August 2018 through July 2019
2. Applicant Statement of Exemption Determination application, dated September 30, 2019
3. Incomplete Letter, dated October 28, 2019
4. Zoning Manager's Decision with evidence, dated January 15, 2020
 - A. Incomplete Letter Dated October 28, 2019
 - B. 1940 RL Polk Company Oakland City Directory
 - C. 1940 US Census Population Schedule
 - D. 1947 Zoning Code Excerpt for Definition of "Hotel"
 - E. City of Oakland Microfiche Records
 - F. City of Oakland Accela Records regarding Deemed Approved Hotel Inspections
 - G. Zoning Clearance Records
 - H. Initial Usage Report Application Form
5. Appeal filed by Smith LLP, dated January 27, 2020
6. Supplemental Documents submitted after Incomplete Letter Deadline
7. Supplemental Appeal Documents submitted after the Appeal deadline
8. Zoning Verification Letter, October 10, 2017
9. Zoning Clearance and Rescission Letter, dated July 2, 2019
10. Documentation from Applicant regarding agreement with the California Department of Corrections and Rehabilitations, dated October 19, 2017

LEGAL NOTICE: THE DECISION OF THE CITY PLANNING COMMISSION IS FINAL AND NOT ADMINISTRATIVELY APPEALABLE. ANY PARTY SEEKING TO CHALLENGE SUCH DECISION IN COURT MUST DO SO WITHIN NINETY (90) DAYS OF THE DATE THE DECISION IS ANNOUNCED (CODE OF CIVIL PROCEDURE SECTION 1094.6).

Attachment 1

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND,
CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

August 10, 2018

Subject: Proposed Regulations for Residential Hotels (SROs)

Dear Property Owner:

We believe that you are the owner of a Residential Hotel (or SRO) in Oakland and we would like to get your feedback regarding your property(ies).

In December 2016, the Oakland City Council adopted a Moratorium to restrict conversion, demolition and rehabilitation of Residential Hotels or Residential Hotel Units to protect this important type of housing (*see attached*). City staff is now working on drafting permanent regulations to help preserve SROs. Those regulations will be reviewed at upcoming public hearings and ultimately will need to be adopted by the City Council. The first public hearing, at the Oakland City Planning Commission, is anticipated to be at the end of September.

Ahead of public hearings, we would like to invite you to a **meeting with City staff and other Residential Hotel property owners on Wednesday, August 22, 2018 from 6 to 7:30pm** in Oakland City Hall (1 Frank H. Ogawa Plaza) in Hearing Room 3. The purpose of the meeting is for you to share your goals, concerns and challenges related to your property in order to inform the recommendations to City Council. Staff will also share draft recommendations to get your feedback. We will provide light refreshments.

Please RSVP to let us know if you expect to attend the meeting, so we can plan accordingly, by contacting Christina Ferracane at (510) 238-3903 or cferracane@oaklandnet.com.

Sincerely,

A handwritten signature in cursive script that reads "Laura Kaminski".

Laura Kaminski,
Interim Strategic Planning Manager

Attachments:
Moratorium

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(510) 238-3941
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September 6, 2018

Subject: Proposed Regulations for Residential Hotels (SROs)

Dear Property Owner:

We believe that you are the owner of a Residential Hotel (or SRO) in Oakland and we would like to provide you notice that the City of Oakland Planning Commission will conduct a public hearing to consider recommending to the City Council amendments to the Planning Code to regulate the demolition, conversion and rehabilitation of Residential Hotels on **September 26, 2018, at 6:00pm in Council Chambers, City Hall, One Frank H. Ogawa Plaza, Oakland CA 94612.**

In December 2016, the Oakland City Council adopted a Moratorium to restrict conversion, demolition and rehabilitation of Residential Hotels or Residential Hotel Units to protect this important type of housing. City Council also adopted Resolution 86408 C.M.S. requesting the City Planning Commission to consider permanent zoning regulations changes to further preserve Residential Hotels for Very Low and Low Income Residents.

Members of the public are welcome to attend the hearing and provide comments. If you challenge any actions pertaining to this Project in court, you may be limited to raising only those issues raised at the public hearings or in written correspondence directed to Christina Ferracane at cferracane@oaklandca.gov or Planning and Building Department, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612, and received by 4:00pm on September 26, 2018.

For further information please contact Christina Ferracane at (510) 238-3903 or via email to cferracane@oaklandca.gov. Please refer to case number **ZA18013**.

Location:	Citywide
Proposal:	Planning Code amendments regulating Residential Hotels (SROs), including (1) revisions to Section 17.102.230 to remove references to rooming units and (2) creating a new Code section 17.153 that defines Residential Hotels and an associated Registry process; restricts Conversion, Demolition and Rehabilitation of Residential Hotels or Residential Hotel Units and associated communal facilities; outlines exemptions from the regulations; and describes procedures for appeal.
Applicant:	City of Oakland
Case File Number:	ZA18013
General Plan:	Citywide
Zoning:	Citywide
Environmental Determination:	The proposed amendments to the Planning Code rely on a number of previously adopted and certified program-level CEQA documents including: the Coliseum Area Specific Plan EIR (2015); Broadway Valdez Specific Plan EIR (2014); West Oakland Specific Plan EIR (2014); Central Estuary Area Plan EIR (2013); Wood Street EIR (2005), Transportation Element of the General Plan EIR (1998); the Oakland Estuary Policy Plan EIRs (1999, 2006) and Supplemental EIR (2013); the Redevelopment Area EIRs- West Oakland (2003), Central City East (2003), and Coliseum (1995); the 1998 Amendment to the Historic Preservation Element of the General Plan; the 2007-2014 Housing Element Final EIR (2010) and Addendum (2014); and various Redevelopment Plan Final EIRs (collectively, "Previous CEQA Documents"). No further environmental review is required under CEQA Guidelines Sections 15162 and 15163. Moreover, each as a separate and independent basis, this proposal is also exempt from CEQA pursuant to CEQA Guidelines Sections 15183 (projects consistent with General Plan and Zoning) and 15061(b)(3) (general rule, no significant effect on the environment).
City Council District:	All districts
Action to be Taken:	To review, discuss and recommend action by City Council
Staff Recommendation:	Recommendation of approval to the Oakland City Council
For Further Information:	Contact Case Planner Christina Ferracane at (510) 238-3903 or by email at cferracane@oaklandca.gov .

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(510) 238-3941
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TDD (510) 238-3254

October 5, 2018

Subject: Proposed Regulations for Residential Hotels (SROs)

Dear Property Owner:

We believe that you are the owner of a Residential Hotel (or SRO) in Oakland and we would like to provide you notice that the following public meetings/hearings will be held by the City on proposed permanent regulations related to the demolition, conversion and rehabilitation of Residential Hotels:

1. **October 23, 2018 at 1:30 pm.** The Community & Economic Development Committee of the City Council (CED) will conduct a public meeting in Hearing Room 1 (First Floor), City Hall, One Frank H. Ogawa Plaza, Oakland, California.
2. **October 30, 2018 at 6:30 pm.** The City Council will conduct a public hearing at a regularly scheduled meeting of the City Council in Council Chambers, Third Floor, City Hall, One Frank H. Ogawa Plaza, Oakland, California.

In December 2016, the Oakland City Council adopted a Moratorium to restrict conversion, demolition and rehabilitation of Residential Hotel Units to protect this important type of housing. City Council also adopted Resolution 86408 C.M.S. requesting the City Planning Commission to consider permanent zoning regulations changes to further preserve Residential Hotels for Very Low and Low Income Residents.

Proposed regulations, along with accompanying City reports will be available online by Friday, October 12, 2018 here: <https://oakland.legistar.com/Calendar.aspx>

Members of the public are welcome to attend the meetings/hearings and provide comments. If you challenge any actions pertaining to this Project in court, you may be limited to raising only those issues raised at the public hearings or in written correspondence directed to Christina Ferracane at cferracane@oaklandca.gov or Planning and Building Department, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612, and received by 4:00pm on October 30, 2018.

For further information please contact Christina Ferracane at (510) 238-3903 or via email to cferracane@oaklandca.gov.

**CITY OF OAKLAND NOTICE OF PUBLIC MEETINGS/HEARINGS
REGARDING (1) PLANNING CODE AMENDMENTS TO REGULATE THE
DEMOLITION, CONVERSION AND REHABILITATION OF RESIDENTIAL HOTELS;
AND (2) A RESIDENTIAL HOTEL DEMOLITION / CONVERSION IMPACT FEE**

The City is considering amendments to the Planning Code and adoption of an impact fee to protect Residential Hotels, an increasingly scarce housing stock, and the people for whom these buildings serve as an important housing option. Specifically, the City is considering:

An Ordinance (1) Amending The Oakland Planning Code To Adopt A New Section 17.153 Regulating The Demolition, Conversion and Rehabilitation of Residential Hotels And Making Related And Conforming Amendments To Other Planning Code Sections, And (2) Finding That The Actions Authorized By This Ordinance Were Both The Subject Of Adequate Previous Analysis Under The California Environmental Quality Act (“CEQA”) And Are Exempt From CEQA Pursuant To CEQA Guidelines Section 15061(b)(3) And 15183

An Ordinance (1) Amending The Oakland Municipal Code To Establish Citywide Residential Hotel Demolition And Conversion Impact Fee And Make Related And Conforming Amendments, (2) Amending The Master Fee Schedule (Ordinance No. 13497 C.M.S., As Amended) To Include The Residential Hotel Conversion and Demolition Impact Fees, And (3) Finding That The Actions Authorized By This Ordinance Were Both The Subject Of Adequate Previous Analysis Under The California Environmental Quality Act (“CEQA”) And Are Exempt From CEQA Pursuant To CEQA Guidelines Section 15061(b)(3) And 15183

And Notifying The Public That Any Adopted Impact Fees May Apply To Demolitions or Conversions of Residential Hotel Applications Determined/Deemed Complete On/After October 5, 2018, Per The California Subdivision Map Act, Government Code Section 66474.2(b).

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Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

November 15, 2018

Subject: Proposed Regulations for Residential Hotels (SROs)

Dear Property Owner:

We believe that you are the owner of a Residential Hotel (or SRO) in Oakland and as previously noticed, the City is considering amendments to the Planning Code to regulate the demolition, conversion and rehabilitation of Residential Hotels. The City Council will conduct a public hearing on **November 27, 2018 at 6:30 pm** at a meeting of the City Council in Council Chambers, Third Floor, City Hall, One Frank H. Ogawa Plaza, Oakland, California, to consider the proposed Planning Code amendments. **There will no longer be a public hearing regarding a proposed impact fee for conversion or demolition of Residential Hotel on December 4, 2018, as originally noticed.**

Proposed regulations, along with accompanying City reports are available ahead of the hearing here: <https://oakland.legistar.com/Calendar.aspx>

Members of the public are welcome to attend the hearing and provide comments. If you challenge any actions pertaining to this Project in court, you may be limited to raising only those issues raised at the public hearing or in written correspondence directed to Christina Ferracane at cferracane@oaklandca.gov or Planning and Building Department, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612, and received by 4:00pm on November 27, 2018. **The previously mailed-out notice incorrectly stated that comments should be received by October 30, 2018.**

For further information please contact Christina Ferracane at (510) 238-3903 or via email to cferracane@oaklandca.gov.

CITY OF OAKLAND



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CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3912
FAX (510) 238-4730
TDD (510) 238-3254

January 3, 2019

Subject: ACTION REQUIRED and Summary of Regulations for Residential Hotels

Dear Property Owner:

We believe that you are the owner of a Residential Hotel (or SRO) in Oakland and we would like to provide you with information regarding a recently adopted ordinance related to Residential Hotels and inform you of required actions.

On December 4, 2018, the Oakland City Council adopted new Planning Code Chapter 17.153 (*attached*), which regulates the conversion, demolition, rehabilitation and sale of Residential Hotels or Residential Hotel Units to protect this important type of housing. A summary of the regulations and required actions (*attached*) accompanies this letter.

The newly adopted regulations **require you to submit an Initial Usage Report form by July 2, 2019** (*attached*) to register your Residential Hotel. If you believe you have evidence that your property is not a Residential Hotel, you must submit a Statement of Exemption form by April 3, 2019 (*attached*). If you do not file the appropriate form within the specified deadline, your property will be deemed a Residential Hotel that is composed entirely of individual Residential Hotel units and will be subject to all the requirements set forth in Planning Code Chapter 17.153. As set forth in Planning Code Section 17.153.030(E), within 120 days of receipt of a complete Initial Usage Report or Statement of Exemption, the Planning and Building Director shall certify an Exemption or an Initial Usage Report.

The newly adopted regulations also require that before selling or otherwise transferring ownership of a Residential Hotel, the owner shall 1) notify the Planning & Building Department by mail and 2) allow the City to tender an offer to purchase the property.

Please refer to the attachments for more detailed information. If you have any further questions or would like more information, please contact the Zoning Hotline at (510) 238-3911 or Christina Ferracane at (510) 238-3903 or cferracane@oaklandnet.com.

Sincerely,



ROBERT MERKAMP,
Zoning Manager, Planning and Building Department

Attachments (4):

- A. Planning Code Chapter 17.153
- B. Summary of Residential Hotel Regulations and Required Actions
- C. Initial Usage Report Form
- D. Statement of Exemption Form

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Planning and Building Department
Bureau of Planning

(510) 238-3912
FAX (510) 238-4730
TDD (510) 238-3254

July 3, 2019

**Subject: ACTION REQUIRED and Summary of Regulations for Residential Hotels
2317-21 International Boulevard**

Dear Property Owner:

We have preliminarily determined that you are the owner of a Residential Hotel (or SRO) in Oakland. This letter serves to inform you of actions timely required by you and to provide you with additional information regarding the recently adopted ordinance related to Residential Hotels.

On December 4, 2018, the Oakland City Council adopted new Planning Code Chapter 17.153 (*attached*), which regulates the conversion, demolition, rehabilitation and sale of Residential Hotels or Residential Hotel Units to protect this important type of housing. A summary of the regulations and required actions (*attached*) accompanies this letter.

The newly adopted regulations **require you to submit an Initial Usage Report form by December 30, 2019** (*attached*) to register your Residential Hotel. If you believe you have evidence that your property is not a Residential Hotel, you must submit a Statement of Exemption form by October 1, 2019 (*attached*). **If you do not file the appropriate form within the specified deadline, your property will be deemed a Residential Hotel that is composed entirely of individual Residential Hotel units and will be subject to all the requirements set forth in Planning Code Chapter 17.153.** As set forth in Planning Code Section 17.153.030(E), within 120 days of receipt of a complete Initial Usage Report or Statement of Exemption, the Planning and Building Director shall certify an Exemption or an Initial Usage Report.

The newly adopted regulations also require that before selling or otherwise transferring ownership of a Residential Hotel, the owner shall 1) notify the Planning &

Building Department by mail and 2) allow the City to tender an offer to purchase the property.

Please refer to the attachments for more detailed information. If you have any further questions or would like more information, please contact the Zoning Hotline at (510) 238-3911 or Christina Ferracane at (510) 238-3903 or cferracane@oaklandnet.com.

Sincerely,



ROBERT MERKAMP,
Zoning Manager, Planning and Building Department

Attachments (4):

- A. Planning Code Chapter 17.153
- B. Summary of Residential Hotel Regulations and Required Actions
- C. Initial Usage Report Form
- D. Statement of Exemption Form

OAKLAND CITY COUNCIL
ORDINANCE NO. 13509 C.M.S.

AN ORDINANCE (1) AMENDING THE OAKLAND PLANNING CODE TO ADOPT A NEW SECTION 17.153 REGULATING THE DEMOLITION, CONVERSION AND REHABILITATION OF RESIDENTIAL HOTELS AND MAKE RELATED AND CONFORMING AMENDMENTS TO OTHER PLANNING CODE SECTIONS, AND (2) DETERMINING THAT THE ACTIONS AUTHORIZED BY THIS ORDINANCE WERE BOTH THE SUBJECT OF ADEQUATE PREVIOUS ANALYSIS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") AND ARE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) AND 15183

WHEREAS, there is a severe shortage of affordable rental housing in the City of Oakland and this shortage affects most severely the elderly, the disabled and very low and extremely low income persons; and

WHEREAS, many of the elderly, disabled, and very low and extremely low income persons reside in Residential Hotel Units; and

WHEREAS, the City of Oakland is experiencing a severe housing affordability crisis that requires immediate emergency action by the City government; and

WHEREAS, Residential Hotel Units are a critical element of Oakland's housing inventory because the units have specific characteristics that make them uniquely affordable to people who have few if any alternative housing options; and

WHEREAS, Residential Hotels are often housing of last resort for the poor, especially in areas with extremely high costs of housing such as Oakland; and

WHEREAS, the housing affordability crisis continues to overwhelm Oakland residents and threatens the public health, safety and/or welfare of our citizenry; and

WHEREAS, a number of economic forces, including the dearth of hotels and the high cost of new construction in Oakland, create incentives for developers to purchase Residential Hotels and repurpose them for non-residential uses, such as boutique hotels, or reconfigure them for other residential uses that result in the displacement of existing tenants or the removal of rental units

from the market; and

WHEREAS, the loss of Residential Hotels in Oakland would exacerbate the already overwhelming burden on public and non-profit agencies that provide protective, social, health, psychological, nutritional, and other important and necessary services to the tenant population of such hotels; and

WHEREAS, the City Council has determined that Residential Hotels are an essential component of the City's supply of naturally occurring affordable housing (NOAH) as they are a flexible and easily accessible form of housing that provides low, very low, and extremely low income residents the ability to remain in Oakland and to avoid homelessness; and

WHEREAS, the City of Oakland Housing and Community Development Department prepared a report in September of 2015 which states that from 1985 through 2015, the City lost approximately 799 Residential Hotel units in Downtown Oakland, and many more units are at-risk of being lost or are already lost to the supply of NOAH units; and

WHEREAS, the California State Legislature has recognized the need for retaining Residential Hotels to provide housing for low, very low, and extremely low-income individuals in legislation, and in justifying such legislation:

The Legislature finds and declares that the need for decent housing among individuals of very low and low income is great, and that residential hotels are often the only form of housing affordable to these individuals. Many residential hotels are in poor condition and in need of rehabilitation, and many are being demolished or converted to other uses. California Health and Safety Code § 50519(a); and

WHEREAS, Residential Hotel Units are endangered housing resources and must be protected; and

WHEREAS, the unrestricted demolition, conversion or rehabilitation of Residential Hotels exacerbates the housing crisis by making such units unaffordable to low, very low, and extremely low income Oakland residents, and may result in the displacement of Oakland residents from their homes and communities; and

WHEREAS, it is in the public interest that conversion and loss of residential Hotel Units be regulated and mitigated, and that remedies be provided where conversion occurs, in order to protect the resident tenants and to conserve the limited housing resources; and

WHEREAS, based on the previous findings, the City finds that there is a current and immediate threat to the public health, safety, and/or welfare associated with the Demolition and Conversion of Residential Hotel Units; and

WHEREAS, on October 4, 2016, the City Council adopted Resolution No. 86408 C.M.S., which directed the City Planning Commission to initiate action to amend the Oakland Planning Code to preserve the supply of Residential Hotels within six months of the Resolution's passage; and

WHEREAS, Resolution No. 86408 C.M.S. directed the City Administrator to return with an informational report detailing the options available to the City for preserving the use of Residential Hotels to provide housing for extremely low, very low and low-income residents, including options for City purchase or lease of Residential Hotels; and

WHEREAS, Resolution No. 86408 C.M.S. also called for the City to immediately initiate action to amend Section 17.102.030(B) of the Oakland Planning Code in order to increase the relocation assistance amount to be equivalent to relocation assistance amounts adopted by the City Council for evictions authorized by the Ellis Act, California Government Code Section 7060 *et seq*, and any other amendments necessary to protect the tenants of Residential Hotels; and

WHEREAS, Government Code Section 65858 authorizes Charter Cities such as Oakland to adopt urgency interim ordinances prohibiting uses that may be in conflict with a contemplated general plan, specific plan or zoning proposal that the City is studying in order to protect the public health, safety or welfare; and

WHEREAS, in recognition of the housing emergency caused by the loss of Residential Hotel Units, on December 13, 2016, following notice pursuant to Government Code Section 65090 and public hearing, the City Council, under the authority of Government Code Section 65858, adopted Ordinance No. 13410 C.M.S., an interim moratorium temporarily prohibiting the rehabilitation, reconfiguration, conversion or demolition of Residential Hotel Units that results in the displacement of tenants to prevent the removal of such units as housing for extremely low, very low and low-income Oakland residents, except where such rehabilitation, reconfiguration, or conversion results in the creation of long-term assisted housing affordable to low, very low, and extremely low income persons; and

WHEREAS, the interim moratorium was enacted pursuant to Government Code Section 65858 by an affirmative eight votes of the Council and was intended to be in effect while the City Council deliberated comprehensive and permanent amendments to the Oakland Planning Code and the Oakland Municipal Code; and

WHEREAS, on January 17, 2017, pursuant to Government Code 65858, the City Council extended the moratorium initially enacted under Ordinance No. 13410 C.M.S. for twenty-two (22) months and fifteen (15) days, following additional notice, and under Ordinance No. 13415 C.M.S., the moratorium thus was extended until December 11, 2018, or whenever permanent regulations are adopted, whichever occurs first; and

WHEREAS, since the extension of the moratorium, City staff has conducted extensive research and community outreach in developing the proposed Oakland Planning Code amendments, including convening several stakeholder working groups, resident focus groups, interviews, and a Residential Hotel ownership meeting; and

WHEREAS, Article XI, Section 5 of the California Constitution provides that the City, as a home rule charter city, has the power to make and enforce all ordinances and regulations in

respect to municipal affairs, and Article XI, Section 7, empowers the City to enact measures that protect the health, safety, and/or welfare of its residents; and

WHEREAS, Section 106 of the Oakland City Charter provides that the City has the right and power to make and enforce all laws and regulations in respect to municipal affairs; and

WHEREAS, the current moratorium as extended under Ordinance No. 13415 will expire on December 11, 2018; now, therefore

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds and determines the forgoing recitals to be true and correct and are an integral part of the Council's decision, and hereby makes them a part of this Ordinance.

Section 2. Amendment of the Oakland Planning Code. Title 17 of the Oakland Planning Code is hereby amended, as detailed in *Exhibit A*, attached hereto and incorporated as set forth fully herein, to (1) revise Section 17.102.230 to remove references to Rooming Units and (2) adopt a new Planning Code Section 17.153 defining and regulating the demolition, conversion and rehabilitation of Residential Hotels, Residential Hotel Units and associated communal facilities and establishing an associated Registry process; outlining exemptions from the Residential Hotel regulations; and describing procedures for appeal; and (3) make related and conforming revisions to other sections of the Oakland Planning Code.

Section 3. Conforming Changes. The City Council hereby authorizes the City Administrator or designee to make non-substantive, technical conforming changes (essentially correction of typographical and clerical errors), including omnibus cross-referencing conforming changes through-out the Planning Code, prior to formal publication of the Amendments in the Oakland Planning Code.

Section 4. Applicability. This Ordinance shall not apply to (a) a project for which a building/construction related permit was issued before the effective date of this Ordinance and has not yet expired or; (b) a project for which a complete building permit application—an application for a building permit that is submitted after all necessary planning and zoning permits and approvals under Title 17 of the Oakland Planning Code are issued for the project and that contains all the application submittal materials required on the City's submittal checklist – was submitted and if the building permit is issued within one year of submittal of the complete building permit application; and if the associated Residential Hotel Moratorium Exception/Exemption Request was also granted by the City.

Section 6. Authority. This Ordinance serves the public interest and is necessary to protect the health, safety and/or general welfare of the citizens of Oakland, and is enacted pursuant to the City of Oakland's general police powers, Sections 106 and 213 of the Charter of the City of Oakland, and Article XI, Sections 5 and 7 of the California Constitution.

Section 7. Record of Proceedings. That the custodians and locations of the documents or other materials which constitute the record of proceedings upon which the City Council's decision is

based, are respectively: (a) Planning and Building Department –Bureau of Planning, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, California; and (b) Office of the City Clerk, One Frank H. Ogawa Plaza, 1st Floor, Oakland California.

Section 8. California Environmental Quality Act. The City Council finds that the potential environmental effects of the actions authorized by this ordinance fall within the scope of a number of previously adopted California Environmental Quality Act (CEQA) documents including: the Coliseum Area Specific Plan EIR (2015); Broadway Valdez Specific Plan EIR (2014); West Oakland Specific Plan EIR (2014); Central Estuary Area Plan EIR (2013); Wood Street EIR (2005); Transportation Element of the General Plan EIR (1998); the Oakland Estuary Policy Plan EIRs (1999, 2006) and Supplemental EIR (2013); The Redevelopment Area EIRs: West Oakland (2003), Central City East (2003), and Coliseum (1995); the 199 Amendment to the Historic Preservation Element of the General Plan; the 2007-2014 Housing Element Final EIR (2010) and Addendum (2014); and various Redevelopment Plan Final EIRs (collectively, "Previous CEQA Documents"). No further environmental review is required under CEQA Guidelines Sections 15162 and 15163. The proposed amendments to the Planning Code would not result in any significant effect that has not already been analyzed in the Previous CEQA Documents, and there will be no significant environmental effects caused by the change that have not already been analyzed in the Previous CEQA Documents. As a result, none of the circumstances necessitating preparation of additional environmental review, as specified in CEQA and the CEQA Guidelines, including, without limitation, Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 or 15163 are present in that: (1) there are no substantial changes proposed in the project or the circumstances under which the project is undertaken that would require major revisions of the Previous CEQA Documents due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and (2) there is no "new information of substantial importance," as defined in CEQA Guidelines Section 15162(a)(3).

As a separate and independent basis, the City Council further determines that the actions authorized by this Ordinance are (1) not a project as defined by Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4), as it is a municipal code revision that does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment; and (2) are exempt from CEQA pursuant to (i) CEQA Guidelines Sections 15061(b)(3), which exempts projects when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and (ii) 15183, which exempts projects consistent with General Plan and Zoning.

Section 9. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

Section 10. Effective Date. This Ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA, DEC 04 2018

PASSED BY THE FOLLOWING VOTE:

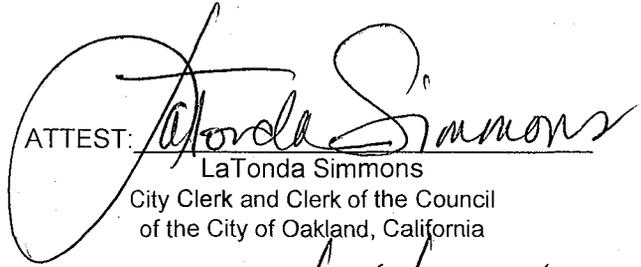
AYES- ~~XXXXX~~ CAMPBELL WASHINGTON, GALLO, ~~XXXXXXXXXX~~, GUILLEN, KALB, KAPLAN,
AND PRESIDENT REID 7

NOES- 0

ABSENT- 0

ABSTENTION- 0

Excused- Brooks + McElhaney = 2

ATTEST: 
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION: 12/18/2018

NOTICE & DIGEST

AN ORDINANCE (1) AMENDING THE OAKLAND PLANNING CODE TO ADOPT A NEW SECTION 17.153 REGULATING THE DEMOLITION, CONVERSION AND REHABILITATION OF RESIDENTIAL HOTELS AND MAKE RELATED AND CONFORMING AMENDMENTS TO OTHER PLANNING CODE SECTIONS, AND (2) DETERMINING THAT THE ACTIONS AUTHORIZED BY THIS ORDINANCE WERE BOTH THE SUBJECT OF ADEQUATE PREVIOUS ANALYSIS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) AND ARE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15183

This ordinance makes Planning Code amendments regulating Residential Hotels, including (1) revisions to Section 17.102.230 to remove references to Rooming Units and (2) creating a new Planning Code Chapter 17.153 that defines Residential Hotels and an associated Registry process; restricts conversion, demolition and rehabilitation of Residential Hotels or Residential Hotel Units and associated communal facilities; outlines exemptions from the Residential Hotel regulations; and describes procedures for appeal; and (3) related and conforming revisions to other sections of the Oakland Planning Code.

EXHIBIT A: Proposed Planning Code Amendments

All changes are illustrated as underline for additions and ~~strikeout~~ for deletions.

Title 17 PLANNING

Chapters:

- Chapter 17.138 - DEVELOPMENT AGREEMENT PROCEDURE
- Chapter 17.140 - PLANNED UNIT DEVELOPMENT PROCEDURE
- Chapter 17.142 - MINI-LOT AND PLANNED UNIT DEVELOPMENT REGULATIONS
- Chapter 17.144 - REZONING AND LAW CHANGE PROCEDURE
- Chapter 17.148 - VARIANCE PROCEDURE
- Chapter 17.150 - FEE SCHEDULE
- Chapter 17.152 - ENFORCEMENT
- Chapter 17.153 - DEMOLITION, CONVERSION AND REHABILITATION OF RESIDENTIAL HOTELS
- Chapter 17.154 - ZONING MAPS
- Chapter 17.155 - SPECIAL REGULATIONS APPLYING TO MINING AND QUARRYING EXTRACTIVE ACTIVITIES
- Chapter 17.156 - DEEMED APPROVED ALCOHOLIC BEVERAGE SALE REGULATIONS
- Chapter 17.157 - DEEMED APPROVED HOTEL AND ROOMING HOUSE REGULATIONS
- Chapter 17.158 - ENVIRONMENTAL REVIEW REGULATIONS

Chapter 17.10 USE CLASSIFICATIONS

Sections:

Article II - Activity Types

Part 1 - Residential Activity Types

Part 3 - Commercial Activity Types

Article II Activity Types

Part 1 Residential Activity Types

17.10.110 Permanent Residential Activities.

17.10.118 Emergency Shelter Residential Activities.

17.10.120 Semi-Transient Residential Activities.

17.10.125 Bed and Breakfast Residential Activities.

17.10.110 Permanent Residential Activities.

Permanent Residential Activities include the occupancy of living accommodations on a ~~weekly~~thirty (30) days or longer basis, with none of the living units under the same ownership or management on the same lot being occupied on a shorter basis; but exclude institutional living arrangements other than state-licensed Residential Care Facilities for six (6) or fewer residents. However, such state-licensed Residential Care Facilities shall be subject to the three hundred (300) foot separation requirement in Section 17.103.010.B. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

17.10.118 Emergency Shelter Residential Activities.

Emergency Shelter Residential Activities include the provision of short term housing, ~~partly on a less-than-weekly basis and partly for a longer period,~~ with or without a fee, to individuals and families who are homeless and who may require special services. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

17.10.120 Semi-Transient Residential Activities.

Semi-Transient Residential Activities include the occupancy of living accommodations partly on a ~~weekly~~thirty (30) days or longer basis and partly for a shorter time period, but with less than thirty percent (30%) of the living units under the same ownership or management on the same lot being occupied on a ~~less-than-weekly~~thirty (30) day basis; but exclude institutional living arrangements involving the provision of a special kind of care or forced residence, such as in nursing homes, orphanages, asylums, and prisons. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

17.10.125 Bed and Breakfast Residential Activities.

The provision of lodging services to transient guests on a ~~less-than-weekly~~thirty (30) day basis, other than in the case of activities classified by Section 17.10.440 Transient Habitation Commercial Activities or by another Residential Activity (Sections 17.10.100 through 17.10.120), that have each of the following characteristics:

- A. The activity occupies a One-Family Dwelling Residential Facility, One-Family Dwelling with Secondary Unit Residential Facility, or a Two-Family Dwelling Residential Facility;
- B. The activity allows no more than twelve (12) adult paying guests at any time and contains no more than six (6) guest units;
- C. The activity is located in a facility that is owner occupied;
- D. The activity is located in a facility on a property with an existing or contingency historic rating of "A", "B", "C", or "D", or is a Landmark according to the City of Oakland Office of Historic Preservation;
- E. The facility includes incidental eating and drinking services for lodgers only that are provided from a single kitchen per Bed and Breakfast establishment.

This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

Part 3 Commercial Activity Types

17.10.440 Transient Habitation Commercial Activities.

17.10.440 Transient Habitation Commercial Activities.

Transient Habitation Commercial Activities include the provision of lodging services to transient guests on a less-than-weeklythirty (30) day basis, other than in the case of activities classified by Section 17.10.120 Semi-Transient Residential Activities or Section 17.10.125 Bed and Breakfast Residential Activities. Examples include hotels and motels. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

Chapter 17.54 C-40 COMMUNITY THOROUGHFARE COMMERCIAL ZONE REGULATIONS

Sections:

17.54.010 Title, purpose, and applicability.

17.54.040 Required design review process.

17.54.050 Permitted activities.

17.54.060 Conditionally permitted activities.

17.54.070 Permitted facilities.

17.54.080 Conditionally permitted facilities.

17.54.090 Special regulations applying to certain activities.

17.54.095 Reserved.

~~17.54.100 Special regulations applying to the demolition of a facility containing rooming units or to the conversion of a living~~conversion of a dwelling unit to a Nonresidential Activity.

17.54.100 Special regulations applying to the demolition of a facility containing rooming units or to the conversion of a livingconversion of a dwelling unit to a Nonresidential Activity.

See Section 17.102.230.

Chapter 17.56 C-45 COMMUNITY SHOPPING COMMERCIAL ZONE REGULATIONS

Sections:

17.56.010 Title, purpose, and applicability.

17.56.040 Required design review process.

17.56.050 Permitted activities.

17.56.060 Conditionally permitted activities.

17.56.070 Permitted facilities.

17.56.080 Conditionally permitted facilities.

17.56.090 Restriction on accessory parking and loading within 75 feet of front lot line.

17.56.095 Special regulations regarding extensive agriculture.

17.56.100 Special regulations applying to Fast-Food Restaurants, Convenience Markets, and certain establishments selling alcoholic beverages.

17.56.105 Reserved.

~~17.56.110 Special regulations applying to the demolition of a facility containing rooming units or to the conversion of a living~~conversion of a dwelling unit to a Nonresidential Activity.

17.56.110 Special regulations applying to the ~~demolition of a facility containing rooming units or to the conversion of a living~~conversion of a dwelling unit to a Nonresidential Activity.

See Section 17.102.230.

Chapter 17.74 S-1 MEDICAL CENTER COMMERCIAL ZONE REGULATIONS

Sections:

17.74.010 Title, purpose, and applicability.

17.74.020 Required design review process.

17.74.030 Permitted activities.

17.74.040 Conditionally permitted activities.

17.74.050 Permitted facilities.

17.74.060 Conditionally permitted facilities.

17.74.070 Special regulations applying to certain Commercial Activities.

17.74.075 Special regulations applying to Extensive Agriculture.

17.74.080 Special regulations applying to the ~~demolition of a facility containing rooming units or to the conversion of a living~~conversion of a dwelling unit to a Nonresidential Activity.

17.74.080 Special regulations applying to the ~~demolition of a facility containing rooming units or to the conversion of a living~~conversion of a dwelling unit to a Nonresidential Activity.

See Section 17.102.230.

Chapter 17.76 S-2 CIVIC CENTER COMMERCIAL ZONE REGULATIONS

Sections:

17.76.010 Title, purpose, and applicability.

17.76.040 Required design review process.

17.76.050 Permitted activities.

17.76.060 Conditionally permitted activities.

17.76.070 Permitted facilities.

17.76.080 Conditionally permitted facilities.

17.76.090 Special regulations applying to certain Commercial Activities.

17.76.095 Special regulations applying to Extensive Agriculture.

17.76.100 Special regulations applying to the ~~demolition of a facility containing rooming units or to the conversion of a living~~conversion of a dwelling unit to a Nonresidential Activity.

17.76.100 Special regulations applying to the demolition of a facility containing rooming units or to the conversion of a living conversion of a dwelling unit to a Nonresidential Activity.

See Section 17.102.230.

Chapter 17.78 S-3 RESEARCH CENTER COMMERCIAL ZONE REGULATIONS

Sections:

17.78.010 Title, purpose, and applicability.

17.78.020 Required design review process.

17.78.030 Permitted activities.

17.78.040 Conditionally permitted activities.

17.78.050 Permitted facilities.

17.78.060 Conditionally permitted facilities.

17.78.065 Special regulations applying to Extensive Agriculture.

17.78.070 Special regulations applying to the demolition of a facility containing rooming units or to the conversion of a living conversion of a dwelling unit to a Nonresidential Activity.

17.78.070 Special regulations applying to the demolition of a facility containing rooming units or to the conversion of a living conversion of a dwelling unit to a Nonresidential Activity.

See Section 17.102.230.

Chapter 17.102 REGULATIONS APPLICABLE TO CERTAIN ACTIVITIES AND FACILITIES

Sections:

17.102.230 Demolition of a facility containing rooming units or to the Conversion of a living dwelling unit to a Nonresidential Activity—Nonresidential Zones.

17.102.230 —Demolition of a facility containing rooming units or the Conversion of a living dwelling unit to a Nonresidential Activity—Nonresidential Zones.

A. Conditional Use Permit Requirement. The demolition of a facility containing, or intended to contain, rooming units, or the conversion of a living dwelling unit, other than those considered Residential Hotel Units which are subject to the provisions of Chapter 17.153, from its present or last previous use by a Permanent Residential Activity, or a Semi-Transient Residential Activity, or a Transient Habitation Commercial Activity to its use by a Nonresidential Activity other than Transient Habitation Commercial is only permitted in a Nonresidential Zone upon the granting of a conditional use permit Conditional Use Permit pursuant to the conditional use permit Conditional Use Permit procedure in Chapter 17.134. The only exceptions exception to this requirement are conversions in the HBX Zones, and units in a One-Family or Two-Family Residential Facility. Such permit may be granted only upon determination that the proposed demolition or conversion conforms to the general use permit criteria set forth in the conditional use permit Conditional Use Permit procedure and to at least one of the following additional use permit criteria:

1. That the facility proposed for demolition or the living The dwelling unit proposed for conversion is unoccupied and is, or is situated in, a residential building that has been found, determined, and declared to be substandard or unsafe pursuant to Subsection 15.08.350.(B) of the Oakland Municipal Code; or
2. That a A replacement rental unit, comparable equivalent in affordability and type to each unit proposed for demolition or conversion, will be added to the City's housing supply prior to the proposed demolition or conversion taking place; or
3. That the benefits to the City resulting from the proposed demolition or conversion will outweigh the loss of a unit from the City's housing supply; or
4. That the conversion will be an integral part of a rehabilitation project involving both Residential and Nonresidential Activities, and that the rehabilitation project would not be economically feasible unless some Nonresidential Activity were permitted within it.

B. Tenant Assistance. Upon the granting of a conditional use permit Conditional Use Permit for the demolition of a facility containing rooming units or for the conversion of a living dwelling unit to a Nonresidential Activity, the actual demolition or conversion cannot take place until the following have occurred:

1. If a dwelling unit is to be converted, the Any tenant has been given a one hundred twenty (120) day written notice of the conversion. If a rooming unit is to be demolished or converted, the tenant, if a permanent tenant, has been given a seventy-five (75) day written notice of the demolition or conversion. All such

written notices shall comply with the legal requirements for service by mail.

2. ~~If a dwelling unit is to be converted, the tenant has been provided with a relocation allowance equal to one (1) month's rent or five hundred dollars (\$500.00), whichever is greater. If a rooming unit is to be demolished or converted, the~~ The owner of the building containing the dwelling unit to be demolished or converted has referred the tenant (if a permanent tenant) to a comparable to an equivalent, available unit; if an equivalent unit is not available or if a comparable unit is the tenant chooses not available, the permanent to live in the equivalent dwelling unit, the tenant has been provided with a relocation allowance, as specified in Sections 8.22.450 and 8.22.820 of the Oakland Municipal Code, including any additional payments for tenant has been provided with a relocation allowance equal to one (1) month's rent or five hundred dollars (\$500.00), whichever is greater, households that contain members who qualify as lower income, elderly, disabled and/or minor children, as set forth in Oakland Municipal Code Sections 8.22.450(B) and 8.22.820.
3. The Director of City Planning has been provided with proof that the above actions have been taken. ~~(As used in this Section, a permanent tenant of a rooming unit is defined as a tenant maintaining occupancy for six (6) months or more at a hotel or motel where the innkeeper does not retain a right of access and control of the unit and where the hotel or motel does not provide or offer all of the following services to all of the residents: safe deposit boxes for personal property; central telephone service; central dining; maid, mail, room, and recreational service; and occupancy for periods of less than seven (7) days.)~~

Chapter 17.134 CONDITIONAL USE PERMIT PROCEDURE

17.134.020 Definition of Mmajor and Mminor Conditional Use Permits.

A. **Major Conditional Use Permit.** A Conditional Use Permit (CUP) is considered a Major Conditional Use Permit if it involves any of the following:

3. **Special Situations.** Any project requiring a Conditional Use Permit that involves any of the following situations:
 - a. A project requiring development of an Environmental Impact Report (EIR);
 - b. A single establishment containing a Commercial or Industrial Activity, or portion thereof, which is located in any Residential Zone and occupies more than five thousand (5,000) square feet of floor area, except where the proposal involves only the resumption of a nonconforming activity;
 - c. Off-Street Parking Facilities in the C-40, CBD-P, CBD-C, CBD-X, S-2, and D-LM Zones serving fifty (50) or more vehicles;
 - d. Monopole Telecommunications Facilities in, or within three hundred (300) feet of the boundary of, any Residential or HBX Zone;
 - e. A project in the OS Zone listed as requiring a Mmajor Conditional Use Permit in Chapter 17.11;
 - f. An Electroplating Activity as defined in Section 17.09.040 subject to the provisions of Section 17.102.340;
 - g. A Telecommunications Facility in or within one hundred (100) feet of the boundary of any Residential Zone, HBX Zone, or the D-CE-3 or D-CE-4 Zone;
 - h. A Telecommunications Facility whose antennas and equipment are not fully concealed from view within three hundred (300) feet of the boundary of the RH, RD, RM, RU-1, or RU-2 Zones, HBX Zones, or the D-CE-3 or D-CE-4 Zone;
 - i. A project requiring a Conditional Use Permit as set forth under Section 17.153.050 for any demolition or conversion of Residential Hotel Units or a Residential Hotel.

Chapter 17.153 DEMOLITION, CONVERSION AND REHABILITATION REGULATIONS FOR RESIDENTIAL HOTELS

Sections:

17.153.010 Title, purpose and findings

17.153.020 Definitions

17.153.030 Status determination

17.153.040 Restrictions

17.153.050 Conditional Use Permit requirement

17.153.060 Exceptions to restrictions and the Conditional Use Permit requirement

17.153.070 Waivers determination and appeals process

17.153.080 Administrative regulations

17.153.090 Conflicting provisions

17.153.010 Title, purpose and findings

A. Title. The provisions of this Chapter shall be known as the Demolition, Conversion and Rehabilitation Regulations for Residential Hotels.

B. Purpose. The purpose of this Chapter is to benefit the general public by minimizing the adverse impact on the housing supply and on displaced very low and extremely low income, elderly, and disabled persons, which results from the loss of Residential Hotel Units as a naturally occurring affordable housing option. This is to be accomplished by establishing a process for identifying and preparing a registry of known existing Residential Hotel Units, and by regulating the demolition, conversion and rehabilitation of Residential Hotel Units.

C. Findings. The City Council finds that:

1. The City of Oakland is experiencing a severe housing affordability crisis that requires immediate emergency action by the City government.
2. Residential Hotels are often housing of last resort for the poor, especially in areas with extremely high costs of housing such as Oakland.
3. The housing affordability crisis continues to overwhelm Oakland residents and threatens the public health, safety and/or welfare of our citizenry.
4. A number of economic forces, including the dearth of hotels and the high cost of new construction in Oakland, create incentives for developers to purchase Residential Hotels and repurpose them for non-residential uses, such as boutique hotels, or

reconfigure them for other residential uses that result in the displacement of existing tenants or the removal of rental units from the market.

5. The loss of Residential Hotels in Oakland would exacerbate the already overwhelming burden on public and non-profit agencies that provide protective, social, health, psychological, nutritional, and other important and necessary services to the tenant population of such hotels.
6. The City Council has determined that Residential Hotels are an essential component of the City's supply of Naturally Occurring Affordable Housing (NOAH) as they are a flexible and easily accessible form of housing that provides very low, and extremely low-income residents the ability to remain in Oakland and to avoid homelessness.
7. The City of Oakland Housing and Community Development Department prepared a report in September of 2015 which states that from 1985 through 2015, the City lost approximately 799 Residential Hotel units in Downtown Oakland, and many more units are at-risk of being lost or are already lost to the supply of NOAH units.
8. The California State Legislature has recognized the need for retaining Residential Hotels to provide housing for low, very low, and extremely low-income individuals in legislation, and in justifying such legislation:

The Legislature finds and declares that the need for decent housing among individuals of very low and low income is great, and that residential hotels are often the only form of housing affordable to these individuals. Many residential hotels are in poor condition and in need of rehabilitation, and many are being demolished or converted to other uses. California Health and Safety Code § 50519(a)
9. The unrestricted demolition, conversion or rehabilitation of Residential Hotels exacerbates the housing crisis by making such units unaffordable to low, very low, and extremely low-income Oakland residents, and may result in the displacement of Oakland residents from their homes and communities.
10. Based on the previous findings, the City finds that there is a current and immediate threat to the public health, safety, and/or welfare associated with the Demolition, Conversion and Rehabilitation of Residential Hotels.
11. It is in the public interest that the conversion, demolition and amenity rehabilitation of residential hotel units be regulated and mitigated. Furthermore, in order to protect the resident tenants and to conserve limited housing resources, remedies must be provided where conversion or demolition occurs.
12. Projects that transform an existing Residential Hotel or rebuild Residential Hotel Units as new deed-restricted affordable housing would provide stable housing for the populations most severely impacted by the loss of Residential Hotel units, and serve an over-riding public benefit, as long as they minimize unit loss and are deed-restricted to extremely low and very low income households.
13. Residential Hotel buildings that have been continuously vacant for 10 years or more may constitute a public health and safety hazard; and may require additional amenities in order to bring those Residential Hotel units back into the housing stock.

17.153.020 Definitions

The following terms, whenever used in this Chapter, shall be construed as defined herein. Words and phrases not defined herein shall be construed as defined in Chapter 17.09 of the Oakland Planning Code or in the Oakland Municipal Code.

“Affordable Housing Organization” means a religious, hospital, scientific, or charitable fund, foundation, limited liability company, or corporation, including a limited partnership in which the managing general partner is an eligible nonprofit corporation or eligible limited liability company, or a veterans' organization, as described by California Revenue and Taxation Code Section 214, subsection (g).

“Affordable Housing Project” means a property used primarily for housing and related facilities, owned or operated by an affordable housing organization where, pursuant to legally binding restrictions, all of the units, except for resident manager units, are restricted as affordable housing at an affordable rent or affordable housing cost, as those terms are defined in California Health & Safety Code Section 50053 and 50052.5, to occupancy by extremely low, very low, low, and/or moderate-income households, as those terms are defined California Health and Safety Code Sections 50079.5, 50093, 50105 and 50106.

“Commercial Hotel” means a hotel that operates as a Commercial Activity, as defined in Section 17.10.260, which provides lodging to guests that is not used or is not intended to be used as a primary residence.

“Commercial Hotel Unit” means a Rooming Unit or Efficiency Unit, as defined in Section 17.09.040 of the Oakland Planning Code, that operates within a Commercial Hotel or has been granted a Conditional Use Permit for Conversion, as set forth in Section 17.153.050.

“Conversion” means any action that converts one or more existing Residential Hotel Units to a Commercial Hotel Unit, or converts the Residential Hotel to a Commercial Activity or another Residential Activity, as those terms are defined in Chapter 17.10 of the Oakland Planning Code, regardless of whether substantial improvements have been made to such units.

“Demolition” means any action that eliminates an existing Residential Hotel Unit, including but not limited to complete or partial demolition of a Residential Hotel unit, combining two or more existing Residential Hotel Units to make a larger new unit, or any other action that eliminates one or more existing Residential Hotel Unit.

“Director” means the Director of the Planning and Building Department, or the designee of the Director of the Planning and Building Department, or the designee of the City Administrator.

“Owner” means an owner of record of a Residential Hotel, or an entity or individual with a long-term lease or some form of equitable interest in a Residential Hotel.

“Rehabilitation, Amenity” means any action that reduces the size of Residential Hotel Units or eliminates or reduces the size of private or communal amenities in a Residential Hotel or Residential Hotel unit, such as bathrooms, kitchens, elevators or laundry through complete or partial removal of those facilities, including reduction in the number of toilets or sinks in a bathroom. It also means any action that adds a kitchen or kitchenette to a Rooming Unit within an existing Residential Hotel.

“Residential Hotel” is defined in accordance with California Health and Safety Code Section 50519, and means any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests.

which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area. See also the process for Status Determination in Section 17.153.030. Any building or units that are constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

“Residential Hotel Unit” means a Rooming Unit or Efficiency Dwelling Unit, as those terms are defined in Section 17.09.040 of the Oakland Planning Code, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and are located within a Residential Hotel. Any unit that is constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

17.153.030 Residential Hotel Status determination

This Section sets forth the process to establish the status of facilities preliminarily determined by the city to be Residential Hotels and Residential Hotel Units, and therefore subject to the regulations in this Chapter.

A. Notification by City. Within thirty (30) days of the adoption of this ordinance, the Planning and Building Department shall notify by mail the property owners preliminarily determined by the City to be operating a Residential Hotel subject to the provisions of this Chapter. The City shall include in its notification a summary of this Chapter and instructions to Each property owner notified of such shall be required to file an Initial Usage Report or Statement of Exemption, as described in Section 17.153.030(B) below. All filings shall be accompanied by supporting evidence. Buildings that do not meet the definition of a Residential Hotel as set forth in Section 17.153.020 may be considered for an Exemption, as stated in Section 17.153.030(B)(2) below. If the owner or operator intends to file a Statement of Exemption, they must file it with the Planning and Building Department within ninety (90) calendar days of the mailing date of the notice; otherwise, the owner or operator shall file an Initial Usage Report within one hundred eighty (180) calendar days. All filings shall be accompanied by supporting evidence. However, upon application by an owner or operator and upon showing a good cause, the Director may grant an extension of time not to exceed thirty (30) days for filing either the Statement of Exemption or the Initial Usage Report.

B. Filing for status determination. All properties notified by the Planning and Building Department of their preliminary Residential Hotel status must file an Initial Usage Report or a Statement of Exemption to determine the legal status of the subject property as of December 13, 2016.

1. Initial Usage Report. The Initial Usage Report shall be filed by the owner or operators within one hundred eighty (180) calendar days after the City mails notification pursuant to Section 17.153.030(A). Upon application by an owner or operator and upon showing a good cause, the Director may grant an extension of time not to exceed thirty (30) days for filing the Initial Usage Report. The Initial Usage Report shall be accompanied by evidence, such as a certified copy of the Residential Hotel's tax returns, transient occupancy tax records, residential landlord tax records, Planning and Building Permit records, Alameda County Assessor records, to confirm the following required information:

- a. Floor plans showing all the legal units, communal facilities such as bathrooms, kitchens, laundry facilities or other shared amenities, as well as any ground floor commercial space and lobby area, as of December 13, 2016.
- b. The floor plans shall also indicate the legal number and location of private bathrooms, and the number and location of communal bathrooms, including shower, toilet and sink facilities, as of December 13, 2016.

2. Statement of Exemption. If the owner or operation intends to file a Statement of Exemption, the owner must file with the Planning and Building Department within ninety (90) calendar days of the mailing date of the notice. Upon application by an owner or operator and upon showing a good cause, the Director may grant an extension of time not to exceed thirty (30) days for filing the Statement of Exemption. The Statement of Exemption shall be accompanied by evidence, such as a certified copy of the property's tax returns, transient occupancy tax records, residential landlord tax records, Planning and Building Permit records, Alameda County Assessor records, floor plans, or any other evidence necessary to prove the property does not meet the afore-mentioned definition of Residential Hotel or that individual units do not meet the definition of a Residential Hotel Unit, as set forth in Section 17.153.020. The owner has the burden of proving by a preponderance of the evidence that the Residential Hotel is exempt from the provisions of this article.

C. Insufficient Filing. If the Director determines that additional information is needed to make a determination, the Director shall request the additional information in writing. The owner shall furnish the requested information within thirty (30) calendar days upon receipt of the written request. If the requested information is not furnished, the Director will issue the Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units.

D. Failure to File Statement of Exemption or Initial Usage Report. If a presumed Residential Hotel that is sent notice of their preliminary Residential Hotel status and of a requirement to file a Statement of Exemption or Initial Usage Report, does not submit one within the time set forth in Section 17.153.030(B), the Director shall mail a second notice to the owner of record by registered or certified mail stating that the owner has ten (10) calendar days to submit the Initial Usage Report or Statement of Exemption. If these are not filed within ten (10) calendar days, the Director will issue the Certificate of Status, confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units.

E. Certificate of Status. The Director shall review the Initial Usage Report or Statement of Exemption and evidence submitted. Within 120 days of receipt of a complete Statement of Exemption or Initial Usage Report, supported by evidence, the Director shall certify the information provided in the Initial Usage Report or certify an Exemption. If the property is deemed a Residential Hotel, the Certificate of Status, including a graphic floor plan, shall be posted permanently in the lobby or entranceway of the Residential Hotel.

F. Appeal of Certificate of Status or Exemption. An owner or operator, or any interested party, may appeal the Certificate of Status or Exemption issued by the Director within ten (10) calendar days of the mailing of the Certificate of Status or Statement of Exemption, provided that there was no challenge pursuant to the provisions of Section 17.153.070 below, pursuant to the administrative appeal procedures set forth in Chapter 17.132. The Director's determination on the Certificate of Status or Exemption shall be final if a timely appeal is not filed.

17.153.040 Restrictions

Except as set forth in Section 17.153.060, and notwithstanding Section 17.153.050, the following actions shall be prohibited:

- A. Any Amenity Rehabilitation of Residential Hotel Units or a Residential Hotel; or
- B. Conversion or Demolition of a Residential Hotel Unit or a Residential Hotel, if there have been any adjudicated cases evidencing tenant harassment or illegal evictions during the immediately preceding five (5) years.

17.153.050 Conditional Use Permit requirements

Except as set forth in Section 17.153.060 and notwithstanding whether the requirements of Section 17.153.030 have been met, any Demolition or Conversion of Residential Hotel Units or a Residential Hotel, shall only be permitted upon the granting of a Conditional Use Permit pursuant to the Conditional Use Permit procedure in Chapter 17.134. The City shall not approve a Demolition or Conversion of Residential Hotel Units or a Residential Hotel unless the application conforms to the general use permit criteria described in Chapter 17.134 and, prior to the Demolition or Conversion, the Residential Hotel owner satisfies the following additional conditions:

- A. Add to the City's housing supply replacement Residential Hotel rental units equivalent in that are affordable to extremely low or very low income households, as those terms are defined in California Health and Safety Code Sections 50079.5, 50093, 50105 and 50106, and equivalent in number, size, services and facilities offered to each unit proposed for Demolition or Conversion, and within two (2) miles of the subject facility, that must obtain a certificate of occupancy for such new Residential Hotel units prior to the proposed Demolition or Conversion taking place; and
- B. Whenever a Residential Hotel Unit is to be converted or demolished, and will result in tenant displacement, the Residential Hotel Owner shall:
 - 1. Provide the tenant(s) a one hundred twenty (120) day written notice of the Conversion or Demolition. All such written notices shall comply with the legal requirements for service by mail; and
 - 2. Submit a list of the names of any tenants residing in the Residential Hotel, and any tenants who have moved, been removed, or evicted during the preceding 180 calendar days and the reasons for the move, removal, or eviction.

3. Refer the tenant(s) to an equivalent unit if available; and if an equivalent unit is not available or if the tenant(s) chooses not to live in the equivalent unit, then provide the tenant(s) with a relocation allowance, as specified for studio units in Sections 8.22.450 and 8.22.820 of the Oakland Municipal Code, including any additional payments for tenant households that contain members who qualify as lower income, elderly, disabled and/or minor children, as set forth in Oakland Municipal Code Sections 8.22.450(B) and 8.22.820; and
4. Satisfy the requirements of any other tenant relocation programs, such as those set forth in Oakland Municipal Code Chapter 15.60 related to code enforcement cases; and
5. Offer any displaced tenant a first right of refusal to rent the replacement units built to satisfy requirements in Section 17.153.050(A).

C. Provide the Director with proof that the above actions have been taken.

17.153.060 Exceptions to the restrictions and Conditional Use Permit requirements

Upon the granting of a written determination by the Director, the following are not subject to the restrictions set forth in Section 17.153.040 nor do they require the granting of a Conditional Use Permit as set forth in Section 17.153.050; all other local, state, federal requirements set forth in other Chapters of Title 17 shall still apply; and the requirements shall still apply:

- A. Any rehabilitation of an existing Residential Hotel that is or will become an Affordable Housing Project as defined in Section 17.153.020, and complies with the following additional criteria below. An Affordable Housing Project that is exempt from the provisions of this Chapter shall lose its exempt status and become subject to the provisions of this Chapter when it ceases to be an Affordable Housing Project or meet the additional criteria below:
 1. The units are restricted to occupancy by extremely low and/or very low-income households, as those terms are defined California Health and Safety Code Sections 50079.5, 50093, 50105 and 50106; and
 2. The Project shall have an executed written agreement with the City or other public agency setting forth the number, type, location, approximate size and construction schedule of all units, restricting the occupancy and rent or sale price of such units, and setting forth other terms and conditions as required for ensuring compliance with the requirements of this Section. Said agreement shall be recorded against the Affordable Housing units as covenants running with land, senior in priority to any private liens or encumbrances except as provided below, and shall be enforceable by the City against the Project for the full affordability term. Additional restrictions, deeds of trust, rights of first refusal, or other instruments may be required by the City Administrator as reasonably needed to enforce these restrictions. The City Administrator shall have the authority to subordinate such restrictions to other liens and encumbrances if he or she determines that the

financing of the Affordable Housing units would be infeasible without said subordination; and

3. The executed written agreement with the City or other public agency shall extend for at least another twenty-five (25) years beyond the date of application for an Exception; and
4. The proposed actions minimize the reduction in number of units by only allowing new unit types to be Rooming Units, Efficiency Units or one-bedroom units; and
5. For a Residential Hotel that will be subject to new restrictions on occupancy and affordability, the executed written agreement with the City or other public agency shall require that the new rental units remain affordable for at least fifty-five (55) years.

B. Any Residential Hotel that is converted to a Transitional Housing Activity, as defined in Oakland Municipal Code 17.10.116 and per State of California Government Code 65582.

C. Any Residential Hotel that has been completely vacant and unoccupied continuously for more than ten (10) years, as demonstrated by the applicant, is not subject to restrictions on Amenity Rehabilitation; but these properties remain subject to restrictions on Conversion and Demolition; or

D. Any Amenity Rehabilitation, which: (1) is determined by the Chief Building Official to be necessary to address imminent health and safety threats, as long as that imminent health and safety threat was not caused by any voluntary action of the owner of said facility; and (2) does not result in temporary displacement of any tenant for more than sixty (60) days or permanent displacement of any tenant; or

E. Any Demolition, which is determined by the Chief Building Official to be necessary to meet life safety standards, provided that (1) it involves the minimum amount of Demolition necessary to meet life safety standards; and (2) the condition of the Residential Hotel or Residential Hotel Unit, which necessitates the life safety upgrades, was not caused by any voluntary action of the owner of said facility; or

F. A proposed project that will involve Demolition or Conversion of existing Residential Hotel Units and create or retain at the property a number of units equal to the number of Residential Hotel units in the existing property as Affordable Housing and complies with the following additional criteria below. A project that has Affordable Housing units that is exempt from the provisions of this Chapter shall lose its exempt status and become subject to the provisions of this Chapter when it ceases to have Affordable Housing units or meet the additional criteria below.

1. The affordable units are restricted to occupancy by extremely low and/or very low-income households, as those terms are defined California Health and Safety Code Sections 50079.5, 50093, 50105 and 50106.; and
2. The Project shall have an executed written agreement with the City or other public agency setting forth the number, type, location, approximate size and construction

schedule of all units, restricting the occupancy and rent or sale price of such units, and setting forth other terms and conditions as required for ensuring compliance with the requirements of this Section. Said agreement shall be recorded against the Affordable Housing units as covenants running with land, senior in priority to any private liens or encumbrances except as provided below, and shall be enforceable by the City against the Project for the full affordability term. Additional restrictions, deeds of trust, rights of first refusal, or other instruments may be required by the City Administrator as reasonably needed to enforce these restrictions. The City Administrator shall have the authority to subordinate such restrictions to other liens and encumbrances if he or she determines that the financing of the Affordable Housing units would be infeasible without said subordination; and

3. The executed written agreement with the City or other public agency shall require that the new rental units remain affordable for at least fifty-five (55) years.

17.153.070 Waiver determination and appeals process

- A. Waiver determinations may be granted by the Director to the restrictions set forth in Section 17.153.040 or the Conditional Use Permit requirements set forth in Section 17.153.050 on the following grounds:
 1. The requirements of this Chapter have been incorrectly applied; or
 2. Application of the requirements of this Chapter is unlawful under and/or conflict with federal, state, or local law and/or regulation, including constituting an unlawful taking of property without just compensation.
- B. Applications for waiver determinations. Applications for waiver determinations must be made no later than the date of application for a building or planning permit on a form provided by the City, and shall include payment of fees as established in the Master Fee Schedule. The Applicant has the burden of proving by a preponderance of the evidence the applicability and elements of this Section. The Applicant must submit full information in support of their submittal as requested by the Director. Failure to raise each and every issue that is contested in the application and provide appropriate supporting evidence will be grounds to deny the application and will also preclude the Applicant from raising such issues in court. Failure to submit such an application shall preclude such person from challenging the Residential Hotel regulations in court. The Director may require, at the expense of the Applicant, review of the submitted materials by a third party.
- C. The Director shall mail the Applicant a written determination on the application for a waiver.
- D. If an applicant for a waiver determination set forth in Section 17.153.070(A) that has been denied seeks to challenge the written determination of the Director, the Appellant must appeal to the City Planning Commission, and such appeal must be filed within ten (10) calendar days of the date from which the Director's written determination was issued and by 4:00 p.m. Appeals must be on the form provided by the City of Oakland

and must state specifically wherein it is claimed there was error or abuse of discretion by the Director or wherein the decision is not supported by substantial evidence, and must include payment in accordance with the City of Oakland Master Fee Schedule. Failure to make a timely appeal will preclude an Appellant from challenging the City's decision in court. The appeal itself must raise each and every issue that is contested, along with all arguments and evidence in the record which supports the basis for the appeal. Failure to do so will preclude an Appellant from raising such issues during the appeal and/or in court.

17.153.080 Sale of Residential Hotel.

Before selling or otherwise transferring ownership of a Residential Hotel, the owner shall provide to the Director by first class mail at least 90 days' notice of the proposed sale or transfer of the property.

17.153.090 Administrative regulations.

The Director is hereby authorized to adopt administrative regulations consistent with this Chapter as needed to implement this Chapter, subject to the review and approval of the Office of the City Attorney, and to develop all related forms and/or other materials and take other steps as needed to implement this Chapter, and make such interpretations of this Chapter as he or she may consider necessary to achieve the purposes of this Chapter.

17.153.100 Conflicting provisions

Where a conflict exists between the requirements in this Chapter and applicable requirements contained in other Chapters of this Code, the applicable requirements of this Chapter shall prevail.

Residential Hotel:

Any building built before 1960 containing 6 or more Rooming Units, intended or designed to be used, for sleeping purposes by guests, which is also the primary residence of those guests.*

The City Council has determined that Residential Hotels are an essential component of the City's supply of Naturally Occurring Affordable Housing (NOAH), as they are a flexible and easily accessible form of housing that provides very low, and extremely low-income residents the ability to remain in Oakland and avoid homelessness.

*See Oakland Planning Code
Section 17.153.020 for the full definition

RESOURCES

This pamphlet is intended as a general overview of adopted regulations. For more complete information, refer to the following resources:

City of Oakland Planning Code

Chapter 17.153

[https://www.oaklandca.gov/
resources/planning-code](https://www.oaklandca.gov/resources/planning-code)

City of Oakland Zoning Hotline

(510) 238 - 3911

ACTION REQUIRED

Your property has been identified as a Residential Hotel

NOTICE AND SUMMARY

Zoning Code Update

Chapter 17.153

Effective December 5, 2018

This pamphlet contains important information about new requirements and regulations for owners of Residential Hotels

HERE'S WHAT YOU NEED TO KNOW...



City of
Oakland

Property Owners must now REGISTER Residential Hotels with the City

You must file one of the following forms before the stated deadline. **For filing assistance and more information**, see the resources panel on this pamphlet.

I own a Residential Hotel property.

INITIAL USAGE REPORT

By **July 2, 2019** you must file an **INITIAL USAGE REPORT** for your property with evidence regarding the Residential Hotel's characteristics, including number and size of units and number and type of communal facilities.

I received this notice in error. My property is not a Residential Hotel.

STATEMENT OF EXEMPTION

By **April 3, 2019** you must file a **STATEMENT OF EXEMPTION** with evidence that proves the property does not meet the definition of a Residential Hotel as set forth in Section 17.153.020 of the Oakland Planning Code.

The following actions to Residential Hotels are now REGULATED...

DEMOLITION : Any action that eliminates an existing Residential Hotel Unit, including but not limited to complete or partial demolition of a Residential Hotel unit, combining two or more existing Residential Hotel Units to make a larger new unit, or any other action that eliminates one or more existing Residential Hotel Unit.

CONVERSION : Any action that converts one or more existing Residential Hotel Units to a Commercial Hotel Unit *[which provides lodging to guests that is not used or is not intended to be used as a primary residence]* or converts the Residential Hotel to a Commercial Activity or another Residential Activity, as those terms are defined in Chapter 17.10 of the Oakland Planning Code, regardless of whether substantial improvements have been made to such units.

AMENITY REHABILITATION : Any action that reduces the size of Residential Hotel Units or eliminates or reduces the size of private or communal amenities in a Residential Hotel or Residential Hotel unit, such as bathrooms, kitchens, elevators or laundry through complete or partial removal of those facilities, including reduction in the number of toilets or sinks in a bathroom. It also means any action that adds a kitchen or kitchenette to a Rooming Unit within an existing Residential Hotel.

BEFORE SELLING or otherwise transferring ownership of a Residential Hotel, the owner shall **1)** Notify the Planning & Building Department by mail and **2)** Allow the City to tender an offer to purchase the property.

PROHIBITED

Amenity Rehabilitation as described in Planning Code Section 17.153.060 is prohibited.

CONDITIONAL USE PERMIT

Demolition or Conversion may be allowed with a Major Conditional Use Permit if equivalent replacement units are provided and tenants are offered sufficient notice and protections as described in Planning Code Section 17.153.060.

EXCEPTIONS

Certain projects are excepted from the restrictions of Amenity Rehabilitation, Demolition, or Conversion. For example, properties that have been vacant for more than ten years are excepted from Amenity Rehabilitation prohibition. Certain Affordable Housing Projects, Transitional Housing, and other projects are excepted from Amenity Rehabilitation, Demolition and Conversion restrictions if they meet certain criteria. Refer to Oakland Planning Code Section 17.153.060 for a full description of the exceptions.

This pamphlet is intended as a general overview of adopted regulations. For more complete information, refer to:

Oakland Planning Code Chapter 17.153



RESIDENTIAL HOTEL INITIAL USAGE REPORT

Planning and Building Department

250 Frank H. Ogawa Plaza
2nd Floor, Suite 2114
Oakland, CA 94612
Tel (510) 238-3911
Fax (510) 238-4730

Instructions

As established by Ordinance No. 13509 C.M.S., properties preliminarily identified as Residential Hotels must file an Initial Usage Report. Please submit this Initial Usage Report form along with required supplemental documents in person to the Zoning Permit Counter on the 2nd floor of 250 Frank H. Ogawa or via mail to the Planning and Building Department by **July 2, 2019**. If more space is needed than the form provides, additional pages may be attached. Please include the payment of fees (\$473.92) required to process the Initial Usage Report. In order to make the necessary determinations and verify information provided, the City also reserves the right to do inspections of the property, subject to the applicable fees.

1. GENERAL INFORMATION	
Name of Applicant:	Contact Number:
Mailing Address:	Email Address:
Site Address:	
Site Assessor's Parcel Number:	
<i>Office Use Only</i>	
<i>Receive Date:</i> _____	

Para un intérprete en español u otra ayuda, por favor envíe un correo electrónico cferracane@oaklandnet.com o llame al (510) 238-3903.

你需要手語, 西班牙語, 粵語或國語翻譯服務嗎? 請在會議前五個工作天電郵 dthai@oaklandnet.com 或致電 (510) 238-3584

2. PROPERTY OWNER AND APPLICANT INFORMATION

Owner: _____

Owner Mailing Address: _____

City/State: _____ **Zip:** _____

Phone No.: _____ **Fax No.:** _____ **E-mail:** _____

To be completed only if Applicant is not the Property Owner:

I authorize the applicant indicated below to submit the application on my behalf. _____

Applicant (Authorized Agent), if different from Owner: _____

Applicant Mailing Address: _____

City/State: _____ **Zip:** _____

Phone No.: _____ **Fax No.:** _____ **E-mail:** _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of determinations, as decided by the Planning and Building Director. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature above.

I certify that statements made to me about the time it takes to review and process this application are general. I am aware that the City has attempted to request everything necessary for an accurate and complete review of my proposal; however, that after my application has been submitted and reviewed by City staff, it may be necessary for the City to request additional information and/or materials. I understand that any failure to submit the additional information and/or materials in a timely manner may render the application inactive and that periods of inactivity do not count towards statutory time limits applicable to the processing of this application.

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT ALL THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

Signature of Owner or Authorized Agent

Date

3. INITIAL USAGE REPORT

The **INITIAL USAGE REPORT** shall be accompanied by evidence of legal status, as of December 13, 2016, such as:

- A certified copy of the property's tax returns
- Transient occupancy tax records
- Residential landlord tax records
- Planning and Building Permit records
- Alameda County Assessor records
- Floor plans (following standards described below)
- Other _____

Floor Plans must be submitted to confirm the number, location and size for the following facilities:

- a) Legal dwelling units, including their square footage and dimensions
- b) Communal facilities such as bathrooms, kitchens, laundry facilities or other shared amenities
- c) Ground floor commercial space and lobby area
- d) Number and location of private bathrooms
- e) Communal shower, toilet and sink facilities

Floor Plan Standards

- Two (2)** stapled and folded sets of full-sized plans and **Two (2)** additional sets of reduced plans (11" x 17") are required for all applications and **Two (2)** electronic sets - one (1) low resolution and one (1) high resolution in PDF format. Fold plans to 9" x 12" maximum size. Plans must be on sheets no greater than 24" x 36".
- Include complete floor plan of all floors of entire building
- Label all rooms (e.g. bedroom, kitchen, bathroom), and include dimensions of room sizes.
- Show the location of all existing doors, windows, and walls.
- Include north arrow, date prepared, and scale.
- Acceptable drawing scales are: 1/4" = 1', 3/16" = 1', 1/8" = 1', and 1" = 10'. Other scales may be appropriate, but should be discussed with Planning staff before filing. Also, please limit the range of scales used, so Planning staff can more easily analyze your project in relation to adjacent properties.
- Include the name and phone number of person preparing the plan(s).

Summary of Characteristics of Property:

1. Number of Residential Hotel Rooming Units: _____
2. Total Number of Rooming Units with Private Bathrooms: _____
3. Number of Residential Hotel Efficiency Units: _____
4. Number of Commercial Hotel Units: _____
5. Number of Other Dwelling Units: _____
6. Total Number of Dwelling Units: _____
7. Total Number of Communal Bathroom Facilities: _____
8. Total Number of Communal Kitchen Facilities: _____

4. DEFINITIONS - Planning Code Section 17.153.020, 17.09, 17.10 (for reference)

“Commercial Activities” include the distribution and sale or rental of goods; the provision of services other than those classified as Civic Activities; and the administrative and research operations of private, profit-oriented firms, other than public utility firms. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

“Commercial Hotel” means a hotel that operates as a Commercial Activity, as defined in Section 17.10.260, which provides lodging to guests that is not used or is not intended to be used as a primary residence.

“Commercial Hotel Unit” means a Rooming Unit or Efficiency Unit, as defined in Section 17.09.040 of the Oakland Planning Code, that operates within a Commercial Hotel or has been granted a Conditional Use Permit for Conversion, as set forth in Section 17.153.050.

"Efficiency dwelling unit" means a dwelling unit containing only a single habitable room other than a kitchen, or containing a total of less than five hundred (500) square feet of floor area.

“Owner” means an owner of record of a Residential Hotel, or an entity or individual with a long-term lease or some form of equitable interest in a Residential Hotel.

“Permanent Residential Activities” include the occupancy of living accommodations on a thirty (30) days or longer basis, with none of the living units under the same ownership or management on the same lot being occupied on a shorter basis; but exclude institutional living arrangements other than state-licensed Residential Care Facilities for six (6) or fewer residents. However, such state-licensed Residential Care Facilities shall be subject to the three hundred (300) foot separation requirement in Section 17.103.010.B. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

“Residential Hotel” is defined in accordance with California Health and Safety Code Section 50519, and means any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area. See also the process for Status Determination in Section 17.153.030. Any building or units that are constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

“Residential Hotel Unit” means a Rooming Unit or Efficiency Dwelling Unit, as those terms are defined in Section 17.09.040 of the Oakland Planning Code, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and are located within a Residential Hotel. Any unit that is constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

"Rooming Unit" means a room or suite of rooms, not including a kitchen, designed or occupied as separate living quarters, with or without common boarding provisions, but excluding such rooms where they accommodate a total of three (3) or fewer paying guests within a One Family Dwelling Residential Facility through the main portion of which access may be had to all such rooms; provided that in the case of student dormitories and similar group living arrangements, each two beds shall be deemed a rooming unit.

“Semi-Transient Residential Activities” include the occupancy of living accommodations partly on a thirty (30) days or longer basis and partly for a shorter time period, but with less than thirty percent (30%) of the living units under the same ownership or management on the same lot being occupied on a less-than-thirty (30) day basis; but exclude institutional living arrangements involving the provision of a special kind of care or forced residence, such as in nursing homes, orphanages, asylums, and prisons. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

“Transient Habitation Commercial Activities” include the provision of lodging services to transient guests on a less-than thirty (30) day basis, other than in the case of activities classified by Section 17.10.120 Semi-Transient Residential Activities or Section 17.10.125 Bed and Breakfast Residential Activities. Examples include hotels and motels. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.



RESIDENTIAL HOTEL STATEMENT OF EXEMPTION

Planning and Building Department

250 Frank H. Ogawa Plaza
2nd Floor, Suite 2114
Oakland, CA 94612
Tel (510) 238-3911
Fax (510) 238-4730

Instructions

As established by Ordinance No. 13509 C.M.S., if you believe you have evidence that your property is not a Residential Hotel, as defined in Planning Code Section 17.153.020 (see page 4 of this form), you must submit this Statement of Exemption form along with required supporting documentation in person to the Zoning Permit Counter on the 2nd floor of 250 Frank H. Ogawa or via mail to the Planning and Building Department by **April 3, 2019**. If more space is needed than the form provides, additional pages may be attached. Please include the payment of fees (\$473.92) required to process the Statement of Exemption. In order to make the necessary determinations and verify information provided, the City also reserves the right to do inspections of the property, subject to the applicable fees.

If the Planning and Building Director determines that the property is not a Residential Hotel, the fee for filing a Statement of Exemption and any inspection fees will be reimbursed. If the Statement of Exemption is denied, you will need to file an Initial Usage Report form within the remainder of the 180 days allotted for submittal of the Initial Usage Report per Code Section 17.153.030(B)(1).

1. GENERAL INFORMATION	
Name of Applicant:	Contact Number:
Mailing Address:	Email Address:
Site Address:	
Site Assessor's Parcel Number:	
<i>Office Use Only</i>	
<i>Receive Date:</i> _____	

Para un intérprete en español u otra ayuda, por favor envíe un correo electrónico cferracane@oaklandnet.com o llame al (510) 238-3903.

你需要手語, 西班牙語, 粵語或國語翻譯服務嗎? 請在會議前五個工作天電郵 dthai@oaklandnet.com 或致電 (510) 238-3584

2. PROPERTY OWNER AND APPLICANT INFORMATION

Owner: _____
Owner Mailing Address: _____
City/State: _____ Zip: _____
Phone No.: _____ Fax No.: _____ E-mail: _____

To be completed only if Applicant is not the Property Owner:

I authorize the applicant indicated below to submit the application on my behalf. _____

Applicant (Authorized Agent), **if different from Owner:** _____
Applicant Mailing Address: _____
City/State: _____ **Zip:** _____
Phone No.: _____ **Fax No.:** _____ **E-mail:** _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of determinations, as decided by the Planning and Building Director. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature above.

I certify that statements made to me about the time it takes to review and process this application are general. I am aware that the City has attempted to request everything necessary for an accurate and complete review of my proposal; however, that after my application has been submitted and reviewed by City staff, it may be necessary for the City to request additional information and/or materials. I understand that any failure to submit the additional information and/or materials in a timely manner may render the application inactive and that periods of inactivity do not count towards statutory time limits applicable to the processing of this application.

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT ALL THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

Signature of Owner or Authorized Agent

Date

4. DEFINITIONS - Planning Code Section 17.153.020, 17.09, 17.10 *(for reference only)*

“Commercial Activities” include the distribution and sale or rental of goods; the provision of services other than those classified as Civic Activities; and the administrative and research operations of private, profit-oriented firms, other than public utility firms. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

“Commercial Hotel” means a hotel that operates as a Commercial Activity, as defined in Section 17.10.260, which provides lodging to guests that is not used or is not intended to be used as a primary residence.

“Commercial Hotel Unit” means a Rooming Unit or Efficiency Unit, as defined in Section 17.09.040 of the Oakland Planning Code, that operates within a Commercial Hotel or has been granted a Conditional Use Permit for Conversion, as set forth in Section 17.153.050.

“Efficiency dwelling unit” means a dwelling unit containing only a single habitable room other than a kitchen, or containing a total of less than five hundred (500) square feet of floor area.

“Owner” means an owner of record of a Residential Hotel, or an entity or individual with a long-term lease or some form of equitable interest in a Residential Hotel.

“Permanent Residential Activities” include the occupancy of living accommodations on a thirty (30) days or longer basis, with none of the living units under the same ownership or management on the same lot being occupied on a shorter basis; but exclude institutional living arrangements other than state-licensed Residential Care Facilities for six (6) or fewer residents. However, such state-licensed Residential Care Facilities shall be subject to the three hundred (300) foot separation requirement in Section 17.103.010.B. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

“Residential Hotel” is defined in accordance with California Health and Safety Code Section 50519, and means any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area. See also the process for Status Determination in Section 17.153.030. Any building or units that are constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

“Residential Hotel Unit” means a Rooming Unit or Efficiency Dwelling Unit, as those terms are defined in Section 17.09.040 of the Oakland Planning Code, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and are located within a Residential Hotel. Any unit that is constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

“Rooming Unit” means a room or suite of rooms, not including a kitchen, designed or occupied as separate living quarters, with or without common boarding provisions, but excluding such rooms where they accommodate a total of three (3) or fewer paying guests within a One Family Dwelling Residential Facility through the main portion of which access may be had to all such rooms; provided that in the case of student dormitories and similar group living arrangements, each two beds shall be deemed a rooming unit.

“Semi-Transient Residential Activities” include the occupancy of living accommodations partly on a thirty (30) days or longer basis and partly for a shorter time period, but with less than thirty percent (30%) of the living units under the same ownership or management on the same lot being occupied on a less-than-thirty (30) day basis; but exclude institutional living arrangements involving the provision of a special kind of care or forced residence, such as in nursing homes, orphanages, asylums, and prisons. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

“Transient Habitation Commercial Activities” include the provision of lodging services to transient guests on a less-than thirty (30) day basis, other than in the case of activities classified by Section 17.10.120 Semi-Transient Residential Activities or Section 17.10.125 Bed and Breakfast Residential Activities. Examples include hotels and motels. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

Attachment 2



RESIDENTIAL HOTEL STATEMENT OF EXEMPTION

Planning and Building Department
 250 Frank H. Ogawa Plaza
 2nd Floor, Suite 2114
 Oakland, CA 94612
 Tel (510) 238-3911
 Fax (510) 238-4730

Instructions

As established by Ordinance No. 13509 C.M.S., if you believe you have evidence that your property is not a Residential Hotel, as defined in Planning Code Section 17.153.020 (see page 4 of this form), you must submit this Statement of Exemption form along with required supporting documentation in person to the Zoning Permit Counter on the 2nd floor of 250 Frank H. Ogawa or via mail to the Planning and Building Department by **October 1, 2019**. If more space is needed than the form provides, additional pages may be attached. Please include the payment of fees (\$473.92) required to process the Statement of Exemption. In order to make the necessary determinations and verify information provided, the City also reserves the right to do inspections of the property, subject to the applicable fees.

If the Planning and Building Director determines that the property is not a Residential Hotel, the fee for filing a Statement of Exemption and any inspection fees will be reimbursed. If the Statement of Exemption is denied, you will need to file an Initial Usage Report form within the remainder of the 180 days allotted for submittal of the Initial Usage Report per Code Section 17.153.030(B)(1).

1. GENERAL INFORMATION	
Name of Applicant: <i>HASMUKHBHAI B. PATEL & RASHMIKA LEVA</i>	Contact Number: <i>510-684-4598</i>
Mailing Address: <i>1975 MENDO DR. FREMONT, CA 94539</i>	Email Address: <i>hpatecl2321@yahoo.com</i>
Site Address: <i>2317 INTERNATIONAL BLVD. OAKLAND, CA 94601</i>	
Site Assessor's Parcel Number: <i>20-105-2-2</i>	
<i>Office Use Only</i>	
<i>Receive Date: _____</i>	

Para un intérprete en español u otra ayuda, por favor envíe un correo electrónico cferracane@oaklandnet.com o llame al (510) 238-3903.

你需要手語、西班牙語、粵語或國語翻譯服務嗎？請在會議前五個工作天電郵 dthai@oaklandnet.com 或致電 (510) 238-3584

2. PROPERTY OWNER AND APPLICANT INFORMATION

Owner: HASMUKHBHAI B PATEL & RASHMIKA LEVA
Owner Mailing Address: 1975 MENDO DR
City/State: FREMONT CA Zip: 94539
Phone No.: 510-684-4598 Fax No.: _____ E-mail: hpatel2321@yahoo.com

To be completed only if Applicant is not the Property Owner:

I authorize the applicant indicated below to submit the application on my behalf. _____

Applicant (Authorized Agent), if different from Owner: _____

Applicant Mailing Address: _____

City/State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of determinations, as decided by the Planning and Building Director. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature above.

I certify that statements made to me about the time it takes to review and process this application are general. I am aware that the City has attempted to request everything necessary for an accurate and complete review of my proposal; however, that after my application has been submitted and reviewed by City staff, it may be necessary for the City to request additional information and/or materials. I understand that any failure to submit the additional information and/or materials in a timely manner may render the application inactive and that periods of inactivity do not count towards statutory time limits applicable to the processing of this application.

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT ALL THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

Hasmukhbhai B Patel
Signature of Owner or Authorized Agent

9-30-2011
Date

4. DEFINITIONS - Planning Code Section 17.153.020, 17.09, 17.10 (*for reference only*)

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“Residential Hotel” is defined in accordance with California Health and Safety Code Section 50519, and means any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area. See also the process for Status Determination in Section 17.153.030. Any building or units that are constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

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“Rooming Unit” means a room or suite of rooms, not including a kitchen, designed or occupied as separate living quarters, with or without common boarding provisions, but excluding such rooms where they accommodate a total of three (3) or fewer paying guests within a One Family Dwelling Residential Facility through the main portion of which access may be had to all such rooms; provided that in the case of student dormitories and similar group living arrangements, each two beds shall be deemed a rooming unit.

“Semi-Transient Residential Activities” include the occupancy of living accommodations partly on a thirty (30) days or longer basis and partly for a shorter time period, but with less than thirty percent (30%) of the living units under the same ownership or management on the same lot being occupied on a less-than-thirty (30) day basis; but exclude institutional living arrangements involving the provision of a special kind of care or forced residence, such as in nursing homes, orphanages, asylums, and prisons. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

“Transient Habitation Commercial Activities” include the provision of lodging services to transient guests on a less-than thirty (30) day basis, other than in the case of activities classified by Section 17.10.120 Semi-Transient Residential Activities or Section 17.10.125 Bed and Breakfast Residential Activities. Examples include hotels and motels. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

3. INITIAL USAGE REPORT

The **INITIAL USAGE REPORT** shall be accompanied by evidence of legal status, as of December 13, 2016, such as:

- A certified copy of the property's tax returns
- Transient occupancy tax records
- Residential landlord tax records
- Planning and Building Permit records
- Alameda County Assessor records
- Floor plans (following standards described below)
- Other _____

Floor Plans must be submitted to confirm the number, location and size for the following facilities:

- a) Legal dwelling units, including their square footage and dimensions
- b) Communal facilities such as bathrooms, kitchens, laundry facilities or other shared amenities
- c) Ground floor commercial space and lobby area
- d) Number and location of private bathrooms
- e) Communal shower, toilet and sink facilities

Floor Plan Standards

- Two (2)** stapled and folded sets of full-sized plans and **Two (2)** additional sets of reduced plans (11" x 17") are required for all applications and **Two (2)** electronic sets - one (1) low resolution and one (1) high resolution in PDF format. Fold plans to 9" x 12" maximum size. Plans must be on sheets no greater than 24" x 36".
- Include complete floor plan of all floors of entire building
- Label all rooms (e.g. bedroom, kitchen, bathroom), and include dimensions of room sizes.
- Show the location of all existing doors, windows, and walls.
- Include north arrow, date prepared, and scale.
- Acceptable drawing scales are: 1/4" = 1', 3/16" = 1', 1/8" = 1', and 1" = 10'. Other scales may be appropriate, but should be discussed with Planning staff before filing. Also, please limit the range of scales used, so Planning staff can more easily analyze your project in relation to adjacent properties.
- Include the name and phone number of person preparing the plan(s).

Summary of Characteristics of Property:

1. Number of Residential Hotel Rooming Units: _____
2. Total Number of Rooming Units with Private Bathrooms: _____
3. Number of Residential Hotel Efficiency Units: _____
4. Number of Commercial Hotel Units: _____
5. Number of Other Dwelling Units: _____
6. Total Number of Dwelling Units: _____
7. Total Number of Communal Bathroom Facilities: _____
8. Total Number of Communal Kitchen Facilities: _____

ADDENDUM

1. Record of City inspections. Last inspection was on November 29, 2016. Final inspection report confirms "Number of long term Residential Units 2." "Number of rooms 36." (See, attached Annual Hotel/Motel and Rooming House Inspection Program – Exhibit 1.)
2. Kingdom Builders letter: Hotel currently operated to house former correctional institution inmates who are reentering society. They house people for up to 6 months, the individuals pay no rent, receive job training and case management services. The housing is similar to the housing currently being provide by the City to the homeless population by way of the cabin communities. (See September 13, 2019 letter from LJ Jennings – Exhibit 2.)
3. Lessee is currently having an architect develop a floor plan.
4. City of Oakland Business Tax Certificates:

2016 – 3 uses – M Rental/Residential (Two Units); P Rental Hotel/Motel (30); and N Rental Commercial/Industrial (2 Units). (See attached – Exhibit 3)

2017 – Owner applied for New Rental Application on December 20, 2017 in order to lease to current, single tenant. Up until November 2017, the uses on the Oakland Business Tax Certificate were the same as 2016. The new use N Rental/Commercial commenced in December 2017. (See attached – Exhibit 4)

2018 – Use N Rental/Commercial

*Please note that we have provided the business tax records for 2016-2018. We will be happy to provide additional years if necessary. Prior years identify the use in the same way it is identified in 2016.
5. City of Oakland Finance Department – Business Certificate Verification identifies the Hotel as TOT – Transient Occupancy Tax. (See attached – Exhibit 5)
6. The occupancy of the Mitchell Hotel does not comport with the use designated in Section 17.153.010. C. 8 in that Section C.8 recognizes the need to provide housing for "low, very low, and extremely low-income individuals." There is no record demonstrating that the individuals being serviced by the State of California at the Mitchell Hotel are low income. The State program is a reentry program for former correctional facility inmates; not low income individuals. Thus, Section C.8 does not apply to the Mitchell Hotel. The entirety of Section C.8 focuses on the need to provide housing for very low income individuals. It has no application to the State provided services being provided at the hotel.
7. Section 17.153.020 does not define "Primary Residence."

8. Section 17.153.020 defines a "Residential Hotel" as any building "intended or designed to be used, or which are used, rented, or hired out, to be occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area."

The Mitchell Hotel does not meet the definition of "Residential Hotel."

- A. The rooms are not "rented" out – the occupants do not pay for them and they are not free to leave the room except to go to work;
 - B. The occupants are not "guests" – they are parolees subject to State supervision.
9. Section 17.10.120 governs Semi-Residential Activities: They include the "occupancy of living accommodations partly on a thirty (30) days or longer basis . . . but with less than thirty percent (30%) under the same . . . management." As noted on the last City of Oakland Annual Hotel/Motel and Rooming Inspection Program, the Mitchell Hotel had 3 long term residential units at the time of the last inspection in 2012 and 26 rooms. Thus, the usage meets the less than thirty percent (30%) criteria.

More importantly, Section 17.10.120 states that even Semi-Transient Residential activities, "exclude institutional living arrangements involving the provision of a special kind of care or forced residence, such as in nursing homes, orphanages, asylums, and prisons." Thus, the use of the Mitchell Hotel fits squarely within the exclusion identified in Section 17.10.120.

Exhibit 1

2016



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Department of Planning, Building and

(510) 238-6402

Neighborhood Preservation

FAX: (510) 238-2959

www.oaklandnet.com

TDD: (510) 238-3254

CITY OF OAKLAND

ANNUAL HOTEL / MOTEL and ROOMING HOUSE INSPECTION PROGRAM

Business Name: <u>Michael Hotel</u>	Address: <u>2321 International Bl</u>
Phone Number: <u>(510) 261-3807</u>	Operator's Name: <u>PATEL HASMUKHIBHAE</u>
Type of Occupancy: <u>Hotel</u>	Number of long term Residential Units <u>(2)</u> Number of rooms <u>36</u>
Owner/Manager Name: <u>Same</u>	Phone # () <u>Same</u>
Owner/ Manager Address: <u>Same</u>	

REGISTRATION REQUIREMENTS:

Registration Practices (each violation equals \$200 fine)	Code Section	In Compliance	Violation
1. City guest register form or approved computer system	5.34.030	<input checked="" type="checkbox"/>	
2. Registration for all occupied rooms	5.34.030	<input checked="" type="checkbox"/>	
3. Registration form completed	5.34.030	<input checked="" type="checkbox"/>	

Violations Noted (Keep copy of registration form):

Number of Registration Forms in Violation =

COMMON AREAS & EXTERIOR OF PROPERTY:

Common Areas	Code Section	In Compliance	Violation
4. Registration Area/Lobby	8.01.110	<input checked="" type="checkbox"/>	
5. Elevators (24 hr. access as of 1/1/2000)	8.03.110	<input checked="" type="checkbox"/>	
6. Hallways/ Public Space	8.03.110	<input checked="" type="checkbox"/>	
7. Shared Bathroom Facilities	8.03.090	<input checked="" type="checkbox"/>	
8. Windows and Glass	8.03.100	<input checked="" type="checkbox"/>	
9. Exterior Lighting	8.03.100	<input checked="" type="checkbox"/>	
10. Planting	8.24	<input checked="" type="checkbox"/>	
11. Landscaping	8.03.100	<input checked="" type="checkbox"/>	
12. Direction Signs	8.03.100	<input checked="" type="checkbox"/>	
13. Exterior Trash / Garbage Storage	8.03.100	<input checked="" type="checkbox"/>	
14. Graffiti Removal	8.03.120	<input checked="" type="checkbox"/>	
15. Litter Removal	8.03.120	<input checked="" type="checkbox"/>	

Violation Noted:

*No violation, see wood slatency does not meet minimum req. room.
#1, #4, #8, #29, #31, #21, #19, #15 (Egpt total)*

At the time of inspection, items marked were in violation and MUST be corrected immediately.

A re-inspection will occur ___ days.

Occupied Rooms (list all):	Unoccupied Rooms (list all):	Units Inspected:
----------------------------	------------------------------	------------------

ROOMS INSPECTED (identify #) Violation is identified by "X"	Code Section	Unit Number	Clean	Repair	Replace	Provide	COMMENTS
16. Posting of Room Rates	8.03.050						
17. Posting of CC Phones Numbers	8.03.050						
18. Posting of Telephone Rates	8.03.090						
19. 24hr Emergency Phone Access	8.03.090						
20. Dead Bolt Locks	8.03.070						
21. Viewports	8.03.070						
22. Connecting Door Locks	8.03.070						
23. Window Locks	8.03.070						
24. Exit Door	8.03.070						
25. Room Light Switch	8.03.090						
26. Mattress Condition / Cleanliness	8.03.080						
27. Linen Condition / Cleanliness	8.03.080						
28. Carpet Condition / Cleanliness	8.03.080						
29. Floor Condition / Cleanliness	8.03.080						
30. Wall Condition / Cleanliness	8.03.080						
31. Privacy Coverings	8.03.090						
32. Window Coverings Conditions	8.03.080						
33. Electrical	8.03.080						
34. Furniture Condition	8.03.080						
35. Clothes Storage	8.03.090						
36. Mold / Mildew	8.03.080						
37. Vector Control	8.03.080						
38. Bathroom Condition / Cleanliness	8.03.080						
39. Bathroom Fixtures	8.03.080						
40. Plumbing	15.04						
41. Hot/Cold Water	8.03.090						
42. Water Leakage / Water Stains	8.03.080						

Total Violations: _____

Based on the above violations, room rental is prohibited until violations are abated (check if appropriate)

Violations Noted:

Rooms inspected: in Compliance

Hugo Barron

INSPECTED BY

Hormuth B Patel

HOTEL / MOTEL OPERATOR

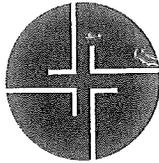
DATE

11-29-16

DATE

11-29-16

Exhibit 2



KINGDOM BUILDERS
Transitional Housing Program

2321 International Blvd Oakland, CA 94601
(510) 575-9881 Phone

September 13, 2019

Re: Transitional Housing Program located at 2321 International Blvd Oakland, CA
94601

To Whom It May concern:

This is to confirm that Kingdom Builders Transitional Housing Program (KB) DBA Oakland Dream Center is currently master leasing the above referenced property from SUBHUU LLC for the purposes of operating a re-entry transitional housing program. The Department of Corrections for the State of California has contracted with KB to house individuals re-entering our community.

In 2017, KB entered into a 5-year contract with the Department of Corrections to house returning citizens. Individuals enrolled in the program are housed for up to 6 months, pay no rent, receive job training, case management services and permanent housing placement.

Pursuant to a nondisclosure provision in our contract with the Department of Corrections, we are not at liberty to share our contractual agreements with third parties, but the above information represents deliverable terms of our agreement. We do not provide permanent housing on site and our services are specifically classified as transitional.

If you have any further questions please feel free to reach out to me at 510-326-2446.

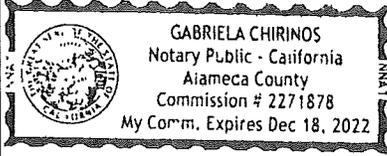
Sincerely,

LJ Jennings

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

Subscribed and sworn to (or affirmed) before me on this 19th
day of September, 2019, by Gabriela Chirinos,
L J Jennings,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

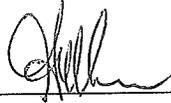
Signature 

Exhibit 3

THIS DOCUMENT HAS A VERIFIABLE TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES.

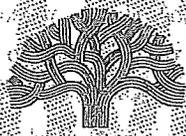
CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER 00001135
The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

PATEL HASMUKHBHAI B & LEVA RASHMIKA

EXPIRATION DATE
12/31/2017

BUSINESS LOCATION 2317 INTERNATIONAL BLVD
OAKLAND, CA 94601-1018



BUSINESS TYPE M Rental - Apartment

NAME MITCHELL HOTEL
MAILING ADDRESS 2321 INTERNATIONAL BLVD
OAKLAND, CA 94601-1018

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT.

THIS DOCUMENT HAS A VERIFIABLE TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES.

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER 00024090
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PATEL HASMUKHBHAI B & LEVA RASHMIKA

EXPIRATION DATE
12/31/2017

BUSINESS LOCATION 2317 INTERNATIONAL BLVD
OAKLAND, CA 94601-1018



BUSINESS TYPE N Rental - Commercial

NAME HASMUKH PATEL
MAILING ADDRESS HASMUKH B PATEL
2321 INTERNATIONAL BLVD
OAKLAND, CA 94601-1018

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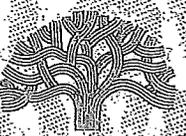
CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER 00001143
The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

PATEL HASMUKHBHAI B & LEVA RASHMIKA

EXPIRATION DATE
12/31/2017

BUSINESS LOCATION 2317 INTERNATIONAL BLVD
OAKLAND, CA 94601-1018



BUSINESS TYPE P Hotel - Motel

NAME MITCHELL HOTEL
MAILING ADDRESS 2321 INTERNATIONAL BLVD
OAKLAND, CA 94601-1018

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT.

2016-17

For Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017

ALAMEDA COUNTY
UNSECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector
 1221 Oak Street
 Oakland, California 94612-4285
 (510) 272-6800

Assessee Account Number	Parcel number	Tax Rate Area
00-136442-00-000-16-00-00	20-105-2-2	17-037

Location of Property
 2321 INTERNATIONAL BL OAKLAND CA
 Assessed to on January 1, 2016
 PATEL HASMUKH

PATEL HASMUKH
 DBA MITCHELL HOTEL
 2321 INTERNATIONAL BL
 OAKLAND CA 94601-1018



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	97.17
CITY OF OAKLAND 1	.1651%	16.05
SCHOOL UNIFIED	.1539%	14.95
SCHOOL COMM COLL	.0337%	3.27
BAY AREA RAPID TRANSIT	.0026%	.25
EAST BAY REGIONAL PARK	.0067%	.65
EBMUD SPEC DIST 1	.0034%	.33
TOTAL	1.3654%	132.67

Fixed Charges and/or Special Assessments		
Description	Phone	Amount

Other Charges	
Description	Amount

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS			
FIXTURES			
TOTAL REAL PROPERTY			
PERSONAL PROPERTY	9,717		
GROSS ASSESSMENT & TAX	9,717	1.3654%	132.67
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT & TAX	9,717	1.3654%	132.67
			132.67
SUBTOTAL			132.67
TOTAL AMOUNT DUE			\$132.67

PLEASE READ IMPORTANT MESSAGES

Tax bill is for business/personal property and/or trade fixtures.

*Paid 7/22/16
 checks #2315*

ECHECK ACCEPTED
 ONLINE @ www.acgov.org/propertytax/

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED ONLINE @ www.acgov.org/propertytax/ OR BY PHONE (510) 272-6800. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES
 ONLINE @ www.acgov.org/propertytax/

PLEASE SEE REVERSE FOR MORE INFORMATION

General Information

Ownership of property on the January 1 lien date preceding the fiscal year for which the property is taxed determines the obligation to pay taxes; the disposal of property after the lien date does not relieve the assessee from the liability for payment of taxes.

The TOTAL AMOUNT DUE must be paid by the date indicated on the payment remittance stub attached to this bill. If the taxes are not paid, a 10% delinquent penalty and a \$ 50.00 delinquent fee attaches at 5 p.m. on the date indicated on the stub. If the taxes are unpaid by 5 p.m. on the last day of the second succeeding month after the 10% attaches, an additional penalty of 1.5% attaches to them on the first day of each month thereafter to the time of payment or until a court judgment is entered for the amount of unpaid taxes penalties and costs whichever comes first. In addition to the penalties, the actual costs of collection incurred by the County up to the time the delinquency is paid may be collected by the Tax Collector.

When submitting payment, detach the UNSECURED ROLL TAX PAYMENT STUB and send it with your payment to assure proper credit. Do not mail cash.

A fee of \$ 61.00 will be imposed on all returned or dishonored payments.

Delinquent tax bills will automatically have a CERTIFICATE OF LIEN FOR UNSECURED PROPERTY TAXES recorded against the assessee at the County Recorder's Office immediately after delinquency occurs. The certificate constitutes a lien upon all personal and real property owned or that may subsequently be acquired before the date on which the lien expires, by the assessee named. The lien has the force, effect and priority of a judgment lien for a period of ten years from the date of recordation, or any extension thereof.

PLEASE SEE BACK FOR MORE INFORMATION

- Business Property Valuation (510) 272-3836
- Tax Rates (510) 272-6564
- Possessory Interest / ILL (510) 272-3787
- Boats and Aircraft (510) 272-3838
- Homeowner/Other Exemptions (510) 272-6587
- Payments (510) 272-6800

ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector
 1221 Oak Street, Room 131
 Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
20-105-2-2	04382600	17-037	999 999

Location of Property
 2317 INTERNATIONAL BLVD, OAKLAND
 Assessed to on January 1, 2016
 PATEL HASMUKHBHAI B & LEVA RAS

PATEL HASMUKHBHAI B & LEVA RASHMIKA
 2321 INTERNATIONAL BLVD
 OAKLAND CA 94601-1018



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	5,001.52
VOTER APPROVED DEBT SERVICE:		
CITY OF OAKLAND 1	.1961%	980.80
SCHOOL UNIFIED	.1151%	575.67
SCHOOL COMM COLL	.0256%	128.04
BAY AREA RAPID TRANSIT	.0080%	40.01
EAST BAY REGIONAL PARK	.0032%	16.00
EBMUD SPEC DIST 1	.0028%	14.00
TOTAL	1.3508%	6,756.04

CSA PARAMEDIC	(800) 771-9200	
CSA VECTOR CONTROL	(800) 273-5167	14.40
CITY EMERG MEDICAL	(510) 238-3704	27.96
CITY PARAMEDIC SRV	(510) 238-3704	22.26
SCHOOL MEASURE G	(510) 879-8884	195.00
PERALTA CGD MEAS B	(800) 792-8021	48.00
OUSD MEASURE N	(510) 879-8884	120.00
VIOLENCE PREV TAX	(510) 238-3704	1,167.66
FLOOD BENEFIT 12	(510) 670-6615	32.00
CSA VECTOR CNTRL B	(800) 273-5167	2.04
MOSQUITO ASSESS 2	(800) 273-5167	1.24
AC TRANSIT MEAS VV	(800) 273-5167	96.00
CITY LIBRARY SERV	(510) 238-3704	1,125.56
EBMUD WETWEATHER	(510) 287-2048	94.10
EAST BAY TRAIL LLD	(888) 512-0316	5.44
EBRP PARK SAFETY/M	(888) 512-0316	12.00
CITY LANDSCP/LIGHT	(510) 238-3704	231.06

Total Fixed Charges and/or Special Assessments 3,349.86

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	126,788		
FIXTURES	380,364		
TOTAL REAL PROPERTY	507,152		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	507,152	1.3508%	6,850.59
HOMEOWNERS EXEMPTION	-7,000	1.3508%	-94.55
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	500,152	1.3508%	6,756.04
6,756.04			
First Installment	Second Installment	Total Amount Due	
\$5,052.95	\$5,052.95	\$10,105.90	

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

*1) Paid 11/14/16
 check # 2341 \$ 5052.95*
*2) Paid 3/2/17
 check # 2374 \$ 5052.95*

E-CHECK ACCEPTED THROUGH JUNE 30, 2017
 ONLINE @ www.acgov.org/propertytax/

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED
 ONLINE @ www.acgov.org/propertytax/ OR BY PHONE (510) 272-6800, MOBILE @ www.acgov.org/mobile/apps/ THROUGH JUNE 30, 2017. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES
 ONLINE @ www.acgov.org/propertytax/

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
 Payment Questions/Credit Card Payments
 (510) 272-6800

Assessor's Office
 Valuation/Exemption
 (510) 272-3787 (510) 272-3770

1221 Oak Street, Room 131
 Oakland, California 94612-4285
 (510) 272-6800

Assessee Account Number	Parcel number	Tax Rate Area
00-136442-00-000-17-00-00	20-105-2-2	17-037

Location of Property
 2321 INTERNATIONAL BLVD OAKLAND CA
 Assessed to on January 1, 2017
 PATEL HASMUKH

PATEL HASMUKH
 DBA MITCHELL HOTEL
 2321 INTERNATIONAL BLVD
 OAKLAND CA 94601-1018



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	97.17
CITY OF OAKLAND 1	.1961%	19.07
SCHOOL UNIFIED	.1151%	11.18
SCHOOL COMM COLL	.0256%	2.48
BAY AREA RAPID TRANSIT	.0080%	.77
EAST BAY REGIONAL PARK	.0032%	.31
EBMUD SPEC DIST 1	.0028%	.27
TOTAL	1.3508%	131.25

Other Charges			
Description	Amount		
Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS FIXTURES TOTAL REAL PROPERTY	9,717		
PERSONAL PROPERTY GROSS ASSESSMENT & TAX HOMEOWNERS EXEMPTION OTHER EXEMPTION NET ASSESSMENT & TAX	9,717	1.3508%	131.25
			131.25
SUBTOTAL			131.25
TOTAL AMOUNT DUE			\$131.25

PLEASE READ IMPORTANT MESSAGES

Tax bill is for business/personal property and/or trade fixtures.

*Paid 7/28/17
Check #2409*

ECHECK ACCEPTED
 ONLINE @ www.acgov.org/propertytax/.

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED ONLINE @ www.acgov.org/propertytax/ OR BY PHONE (510) 272-6800. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

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The TOTAL AMOUNT DUE must be paid by the date indicated on the payment remittance stub attached to this bill. If the taxes are not paid, a 10% delinquent penalty and a \$ 50.00 delinquent fee attaches at 5 p.m. on the date indicated on the stub. If the taxes are unpaid by 5 p.m. on the last day of the second succeeding month after the 10% attaches, an additional penalty of 1.5% attaches to them on the first day of each month thereafter to the time of payment or until a court judgment is entered for the amount of unpaid taxes penalties and costs whichever comes first. In addition to the penalties, the actual costs of collection incurred by the County up to the time the delinquency is paid may be collected by the Tax Collector.

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PLEASE SEE BACK FOR MORE INFORMATION

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- Tax Rates (510) 272-6564
- Possessory Interest / ILL (510) 272-3787
- Boats and Aircraft (510) 272-3838
- Homeowner/Other Exemptions (510) 272-6587
- Payments (510) 272-6800

Exhibit 4



2017

New Rental Application

ACAP# 00200457

Please read instructions on reverse PRIOR to completion

Mail completed applications to:

Oakland Business Tax Section, 250 Frank H. Ogawa Plaza, Suite 1320, Oakland, CA 94612

Telephone: 510.238.3704

TTY: 510.238.3254

Rental Activity Information:			
1. Ownership Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation* <input type="checkbox"/> Partnership* <input type="checkbox"/> LLP* <input checked="" type="checkbox"/> LLC* <input type="checkbox"/> Estate/Trust* <input type="checkbox"/> Non-Profit* — (must have 501c3) <small>*these entities must have a Federal Tax ID Number</small>		CITY OF OAKLAND RENT ADJUSTMENT PROGRAM **All residential properties are subject to the City's Rent Adjustment Program Fee, currently \$68.00 per rental unit, per year. To obtain the new Rent Adjustment Program Service Fee Application, please visit: http://oaklandnet.com/government/fwwwebsite/revenue/pdf/RentProgApp.pdf OR call 510.238.3704	
2. This property is: <input type="checkbox"/> Privately Owned <input type="checkbox"/> Publicly Owned		5. Property Type: <input type="checkbox"/> SFR** <input type="checkbox"/> Duplex** <input type="checkbox"/> Triplex** <input type="checkbox"/> Fourplex** <input checked="" type="checkbox"/> Mixed-Use** <input type="checkbox"/> Sublet <input type="checkbox"/> Apartments (5 or more units)** <input checked="" type="checkbox"/> Commercial/Industrial <small>**All residential units are subject to the Rent Adjustment Program.</small>	
3. Rental Start Date: <u>11/21/2017</u> <small>(the date you first began rental activity)</small>		4. Assessor's Parcel Number: <u>20-105-2-2</u>	
6. County Use Code:	7. Square Footage (According to the Alameda County records): <u>242' x 36' SF</u>	8. Number of Units: (Residential Only):	9. Number of Bedrooms: (Residential Only):
10. Rental Location: <u>217 to 2327 INTERNATIONAL BLVD</u> Oakland, CA 94612			
Contact Information:			
11. Owner Name(s) (must match Alameda County records): <u>HASMUKHABHAI B PATEL & RASHMIKA LEVA</u>			
12. Mailing Name: <u>1975 MENTOR SUBMULL</u>		Attention: <u>HASMUKHABHAI PATEL</u>	
Mailing Address: <u>1975 MENTOR - FREMONT - CA 94539</u>			
13. Federal Tax ID Number* (if Partnership, Corporation, LLC, or LLP): [REDACTED]			
Owner Information:			
Owner, Partner, Officer Name(s)	Title	Driver's License #/State ID #	Social Security No.
<u>14a. HASMUKHABHAI B PATEL</u>	<u>PRINCIPAL</u>	[REDACTED]	[REDACTED]
<u>14b. RASHMIKA LEVA</u>	<u>PRINCIPAL</u>	[REDACTED]	[REDACTED]
<u>14c.</u>			
15. Daytime Phone Number: <u>(510) 684-4598</u>	16. Contact Phone Number: <u>(510) 684-4598</u>	17. Website Address:	
17. Contact Email(s): <u>h.patel2321@yahoo.com</u> <input type="checkbox"/> CHECK THIS BOX IF YOU WISH TO OPT OUT OF PAPER CORRESPONDENCE — VALID EMAIL IS REQUIRED			
Fees, Penalties, and Interest:			
19. Registration Fee: <small>(\$88.00 Reg. Fee + \$1.00 State Fee + \$2.00 City Technology & Recordation Fee)</small>	<small>Due within 30 days of the Rental Start Date</small>	19.	\$ 91.00
20. Penalty (if paid 31+ days after Start Date):	<small>31-60 days, ADD \$8.80; 61 or more days, ADD \$22.00</small>	20.	\$
21. Interest (if paid 31+ days after Start Date):	<small>(\$88.00 Reg. Fee + Penalty) x 1% Interest (Per Month)</small>	21.	\$
22. Total:	<small>ADD Lines 19-21, make checks payable to "Oakland Business Tax"</small>	Total:	\$
Acknowledgement:			
I declare under penalty of perjury that to my knowledge all information contained on this form is true and complete.			
Signature		Title	DATE
<u>[Signature]</u>		<u>OWNER</u>	<u>12/20/2017</u>

ACCT#:

SIC:

IND. CODE:

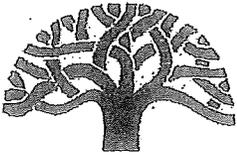
INITIALS:

PAY TYPE:

FOR OFFICE USE ONLY

DATE:

Paid - \$91.00



CITY OF OAKLAND

REVENUE DIVISION
150 Frank H. Ogawa Plaza, Suite 5342
Oakland California 94612

If this is your final months return, please check here and provide the effective date (month, day, year)

in which you discontinued operation of the business location listed below. OCT 31 - 2017

RETURN OF TRANSIENT OCCUPANCY TAX FOR THE PERIOD ENDING: OCT 31 - 2017

- Monthly** If your previous year's gross rents* were over \$100,000 Must be completed by the hotel administrator
- Quarterly** If your previous year's gross rents* were between \$5,000 and \$99,999
- Annually** If your previous year's gross rents* were under \$5,000

Business Name: MITCHELL HOTEL

Account Number: 98132

Business Address: 2317 INTERNATIONAL BLVD

IF MONTHLY	IF QUARTERLY	IF ANNUALLY
On or before the 10th day following each calendar month	On or before the last day of the month following close of each calendar quarter	On or before January 31 st for previous calendar year

1. Gross rent* for occupancy of rooms (round to nearest dollar) \$ 3496.00
2. Rent for occupancy by non-transient residents and/or TOT exemptions (round to nearest dollar) \$ 362.00
3. Taxable rents (line 1 minus line 2) \$ 3134.00
4. Tax: 14% of line 3 \$ 438.76
5. Credit (if previously approved by this office) CITY OF OAKLAND \$ 0
6. Net tax (line 4 minus line 5) \$ 438.76
7. Penalty - 25% for late \$ 0
8. Interest - 1% of tax per month for late payment until paid \$ 0
9. Payment enclosed - total of lines 6 through 8 \$ 438.76

NOV 02 2017
BUSINESS TAX

Note: A separate return must be filed for each reporting period and each business location.

Please make check payable to: "City of Oakland - Transient Occupancy Tax"

Mail original completed return with payment to the above address and make a copy for your records. DO NOT change any of the pre-printed information on this Transient Occupancy Tax Declaration.

A payment is considered delinquent if both the payment and subsequent Transient Occupancy Return are not BOTH received on or before the due date.

I declare under penalty of perjury that to the best of my knowledge all information contained in this statement is true and correct.

Signed: HELMUTH B. PATEL Title: OWNER Date: 11-2-2017 Check # 2435

* GROSS RENT INCLUDES THE TOTAL OF TRANSIENT PLUS RESIDENTIAL (NON-TRANSIENT) INCOME.



For Office Use Only

11/2/17 D# 2435 YID



CITY OF OAKLAND

Business Tax Section
250 Frank H. Ogawa Plaza Suite 1320
Oakland, CA 94612
(510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com



RENTAL PROPERTY DECLARATION

ACCOUNT NUMBER: 00024090	INDUSTRY CODE: N
RENTAL NAME: PATEL HASMUKHBHAI B & LEVA RASHMIKA	
RENTAL LOCATION: 2317 INTERNATIONAL BLVD OAKLAND, CA 94601-1018	
BUSINESS PHONE: 510-238-3704 510-684-4598	CONTACT PHONE: SAME
RENTAL START DATE: 12/01/1999	
OWNERSHIP TYPE: Sole Proprietorship	
MAILING NAME: Hasmukh B Patel	
CARE OF: HASMUKH B PATEL	
MAILING ADDRESS: 2321 INTERNATIONAL BLVD 1975 MENTORA OAKLAND, CA 94601-1018 FREMONT, CA 94539	
OWNER NAME 1) Hasmukh B. Patel	
OWNER NAME 2) RASHMIKA LEVA	
OWNER NAME 3):	CITY OF OAKLAND
OWNER NAME 4):	
SOCIAL SECURITY NUMBER:	NOV 03 2017
COUNTY USE CODE: 9000-Motel	BUSINESS TAX
ASSESSOR'S PARCEL NUMBER: 020-0105-002-02	
ENTER TAX BASE INFORMATION:	
2013 Actual Gross Receipts: \$ _____	2014 Actual Gross Receipts: \$ _____
2015 Actual Gross Receipts: \$ _____	2016 Actual Gross Receipts: \$ _____
2017 ESTIMATE GROSS RENTAL INCOME: \$ _____ (only if new in 2016)	
Type of Rental Property: <input type="checkbox"/> Commercial/Industrial <input type="checkbox"/> Residential	

I declare under penalty of perjury that to my knowledge all information contained on this declaration is true and correct.

SIGNED Hasmukh B Patel TITLE OWNER DATE 11-2-2017

Exhibit 5



CITY OF OAKLAND

Finance Department
Revenue Management Bureau
250 Frank H. Ogawa Plaza, Suite 1320
Oakland, CA 94612
(510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com

BUSINESS CERTIFICATE VERIFICATION

Date: July 30, 2019



DBA: MITCHELL HOTEL
Business Address: 2317 INTERNATIONAL BLVD
OAKLAND, CA 94601-1018

Owner(s) Patel, Hasmukh B
Business Certificate #: 00001144
Expire Date: 10/31/2017
Industry Code: TOT - TRANSIENT OCCUPANCY TAX

To Whom It May Concern

This letter serves as notice that the above named business has a current business certificate with the City of Oakland, valid through 10/31/2017.

Sincerely,

| (510)-
City of Oakland Business Tax Section.

Payments, Account # 00001144 [Current Balance 0.00]

Date	Posted By	Amount	Type	Method	Receipt#	Check No.	Batch	Register	Description
1/2/2017	Cash Yadira Dardon	438.75	Payment	Check	02908922	2435			Cashiering
10/9/2017	Cash Ginger Cordova	2,158.60	Payment	Check	02895410	2426			Cashiering
7/11/2017	Cash Cheryl Dyett-Green	1,955.10	Payment	Check	02866292	2402			Cashiering
4/18/2017	Jim Gillespie	1,816.92	Payment	Check	02796330	2381			Cashiering
1/12/2017	Cash Cheryl Dyett-Green	2,186.94	Payment	Check	01300106	2353			Cashiering
10/5/2016	hdl	2,878.68	Payment	Check	00009811	2331			HdL
7/6/2016	hdl	2,579.92	Payment	Check	00009809	2311			HdL
4/8/2016	hdl	1,459.50	Payment	Check	00009807	2289			HdL
1/6/2016	hdl	2,187.50	Payment	Check	00009803	2260			HdL
10/6/2015	hdl	1,906.24	Payment	Check	00009801	2237			HdL
7/7/2015	hdl	1,703.10	Payment	Check	00009799	2214			HdL
4/7/2015	hdl	1,718.78	Payment	Check	00009797	2195			HdL
1/7/2015	hdl	1,818.46	Payment	Check	00009793	2167			HdL
10/6/2014	hdl	2,392.88	Payment	Check	00009791	2143			HdL
7/7/2014	hdl	2,274.86	Payment	Check	00009789	2120			HdL
4/4/2014	hdl	1,774.64	Payment	Check	00009787	2101			HdL
1/3/2014	hdl	1,648.22	Payment	Check	00009783	2078			HdL
11/8/2013	hdl	1,532.02	Payment	Check	00009781	2068			HdL
7/5/2013	hdl	1,272.30	Payment	Check	00009779	2040			HdL
4/10/2013	hdl	954.52	Payment	Check	00009777	2022			HdL
1/9/2013	hdl	1,641.78	Payment	Check	00009773	1990			HdL
10/3/2012	hdl	1,510.18	Payment	Check	00009771	1962			HdL
7/6/2012	hdl	1,274.42	Payment	Check	00009769	1939			HdL
4/5/2012	hdl	1,193.92	Payment	Check	00009767	1922			HdL

Payments, Account # 00001144 [Current Balance 0.00]

Date	Posted By	Amount	Type	Method	Receipt#	Check No.	Batch	Register	Description
4/7/2015	hdl	1,718.78	Payment	Check	00009797	2195		HdL	
1/7/2015	hdl	1,818.46	Payment	Check	00009793	2167		HdL	
10/6/2014	hdl	2,392.88	Payment	Check	00009791	2143		HdL	
7/7/2014	hdl	2,274.86	Payment	Check	00009789	2120		HdL	
4/4/2014	hdl	1,774.64	Payment	Check	00009787	2101		HdL	
1/3/2014	hdl	1,648.22	Payment	Check	00009783	2078		HdL	
11/8/2013	hdl	1,532.02	Payment	Check	00009781	2068		HdL	
7/5/2013	hdl	1,272.30	Payment	Check	00009779	2040		HdL	
4/10/2013	hdl	954.52	Payment	Check	00009777	2022		HdL	
1/9/2013	hdl	1,641.78	Payment	Check	00009773	1990		HdL	
10/3/2012	hdl	1,510.18	Payment	Check	00009771	1962		HdL	
7/6/2012	hdl	1,274.42	Payment	Check	00009769	1939		HdL	
4/5/2012	hdl	1,193.92	Payment	Check	00009767	1922		HdL	
1/6/2012	hdl	1,359.12	Payment	Check	00009763	1896		HdL	
10/5/2011	hdl	1,364.44	Payment	Check	00009761	1875		HdL	
7/10/2011	hdl	1,291.22	Payment	Check	00009759	1856		HdL	
4/7/2011	hdl	1,270.64	Payment	Check	00009757	1838		HdL	
1/10/2011	hdl	1,328.74	Payment	Check	00009753	1818		HdL	
9/30/2010	hdl	1,531.04	Payment	Check	00009751	1795		HdL	
7/6/2010	hdl	1,431.50	Payment	Check	00009749	1774		HdL	
4/9/2010	hdl	1,128.54	Payment	Check	00009747	1757		HdL	
1/6/2010	hdl	1,092.42	Payment	Check	00009743	1733		HdL	
10/8/2009	hdl	1,247.40	Payment	Check	00009741	1715		HdL	

CITY OF OAKLAND - 2017/2018 BUSINESS TAX DECLARATION (Blue)

BUSINESS TAX RENEWAL
510-238-3704

2017 1st YEAR TAX AND
2018 2nd YEAR RENEWAL TAX

2017 & 2018

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://LTSS.OAKLANDNET.COM)

Delinquent if paid/postmarked after March 1, 2018

SECTION I - BUSINESS INFORMATION

1. ACCOUNT NUMBER: **00200457** 2. TAX RATE: **\$13.95 per \$1,000** 3. INDUSTRY CODE: **N**

4. Mailing Address:



**PATEL HASMUKHBHAI
SUBHU LLC
1975 MENTO DR
FREMONT, CA 94539-4624**

5. Business Name: **SUBHU LLC**

6. Business Location: **2317 INTERNATIONAL BLVD, OAKLAND, CA 94601-1018**

7. Business Phone Number: **(510) 684-4598**

9. State Contractor's License Number:

11. 1st Owner's Name: **HASMUKH B. PATEL**

Check the following applicable box(es):

- 4a. If you are making changes to Lines 4-12, see enclosed instructions.
- 4b. Claiming a Small Business Exemption: total gross receipts must be \$3,100 or less and you MUST submit a Form 4506T <http://irs.gov/pub/irs-pdf/f4506t.pdf>. Note: This exemption must be claimed on or before March 1, 2018 to qualify.
- 4c. If you discontinued/sold your business or rental property in 2017 or 2018: Complete Sections II AND III. Return signed declaration with total payment.
- 4d. Requesting apportionment of your gross receipts. Complete worksheet in the enclosed instruction #13 (only Industry Codes A, B, C, D, E, F, G, I, T & Z may apply)

8. Email Address: **HPATEL2321@YAHOO.COM**

10. Ownership Type: **LLC**

12. 2nd Owner's Name: **RASHIMIKA LEVA**

SECTION II - CALCULATE THE 2017 and 2018 TAXES DUE: Please include dollars and cents (e.g. \$1,000.00)

13. 2017 TAX BASE (2017 Gross Rental Income)	13. \$	<u>31,550.00</u>
14. 2017 TAX DUE (Multiply Line 13 by .01395 OR enter \$13.95, whichever is greater)	14. \$	<u>439.13</u>
15. 2018 ESTIMATED TAX BASE (2018 Estimated Gross Rental Income)	15. \$	<u>300,000.00</u>
16. 2018 ESTIMATED TAX DUE (Multiply Line 15 by .01395 OR enter \$13.95, whichever is greater)	16. \$	<u>4185.00</u>
17. TOTAL 2017 TAX & 2018 ESTIMATED TAX DUE (add Lines 14 & 16)	17. \$	
18. LESS 2017 ESTIMATED TAX PREPAYMENT	18. \$	<u>N/A</u>
19. TOTAL TAX DUE (subtract Line 18 from amount on Line 17)	19. \$	
20. PENALTY DUE (see box at right if paying after 3/1/2018)	20. \$	
21. INTEREST DUE (see box at right if paying after 3/1/2018)	21. \$	
22. PRIOR AMOUNT DUE *	22. \$	<u>0.00</u>
23. RECORDATION AND TECHNOLOGY FEE	23. \$	<u>2.00</u>
24. State Mandated Disability Access and Education Revolving Fund	24. \$	<u>4.00</u>
25. TOTAL AMOUNT DUE (add Lines 19-24)	25. \$	<u>4620.13</u>

IF PAID AFTER MARCH 1, 2018

Penalty (on tax):
ADD 10% (if paid between 3/2/2018 and 5/1/2018) OR
ADD 25% (if paid after 5/1/2018)

Plus
Interest (on tax + penalty):
ADD 1% per month (on tax + penalty) from 3/2/2018 until paid

Failure to file this declaration shall subject you to a \$50 Failure to File Fee

* Go to [HTTPS://LTSS.OAKLANDNET.COM](https://LTSS.OAKLANDNET.COM) for the most current balance due.

PAYMENT OPTIONS - YOU CAN NOW PAY ONLINE !

ONLINE: VISA, MasterCard, Discover or eCheck at [HTTPS://LTSS.OAKLANDNET.COM](https://LTSS.OAKLANDNET.COM)

BY MAIL: Send one check per account made payable to "Oakland Business Tax." DO NOT SEND CASH.

IN PERSON: Cash, Check or VISA, MasterCard or Discover (see reverse for hours & holidays).

SECTION III - HOW TO CLOSE YOUR ACCOUNT: Was this business or rental property sold or the activity permanently discontinued?

To close your account, complete Section II and remit any applicable payment due. Check Box 4c (above) and complete Line 1 or 2 (below):

- 1. Business or Rental Property in Oakland was discontinued on: / / To close the account, this declaration must be completed, signed and returned, with any payment that is due, on or before March 1, 2018.
- 2. Business or Rental Property in Oakland was sold on: / /

If you would like to opt out of paper correspondence please check the box and update your email address on Line 8 above.

I hereby declare, under penalty of perjury, that the information contained herein is to the best of my knowledge, true and complete.

Signed: _____ Phone: _____ Date: 2/21/18

Renew & Pay online @ [HTTPS://LTSS.OAKLANDNET.COM](https://LTSS.OAKLANDNET.COM)

Paid 2/21/2018 check - 1026.



CITY OF OAKLAND
Revenue Division - Business Tax Section
250 Frank H. Ogawa Plaza, #1320
Oakland, CA 94612
(510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com

Acknowledgement of Payment Received

Date: February 21, 2018

The City of Oakland acknowledges receipt of the following payment on the date printed above.

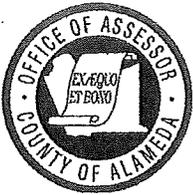
This payment will be tendered against the following account(s)

Account #: 00200457
Account Name: SUBHU LLC
Account Address: 1975 MENTO DR FREMONT, CA 94539-4624
Account Paid: N - COMMERCIAL RENTAL PROPERTY
Business Address: 2317 INTERNATIONAL BLVD OAKLAND, CA 94601-1018

Please keep this acknowledgement for your records. Thank you.

Payment received by: SB
Payment Date 2/21/2018
Check Number 1026
Payment Amount \$4630.43





OFFICE OF ASSESSOR
COUNTY OF ALAMEDA

1221 Oak St., County Administration Building
Oakland, California 94612-4288
(510) 272-3787 / FAX (510) 272-3803

PHONG LA
ASSESSOR

JULY 12, 2019

P

PATEL HASMUKHBHAI B & LEVA RASHMIKA
1975 MENTO DR
FREMONT CA 94539-4624

OWNER, ON JAN. 1, 2019:
PATEL HASMUKHBHAI B & LEVA RASHM

NOTIFICATION OF 2019-2020 ASSESSED VALUE
(This is not a tax bill)

Property Location:	2317 INTERNATIONAL BLVD
Assessor's Parcel Number (APN):	20-105-2-2
2019-2020 Factored Proposition 13 Base Year Value:	\$ 538,186
2019-2020 Assessed Value (as of January 1, 2019):	\$ 538,186
2019-2020 Homeowner's Exemption:	\$ 7,000

(Taxable business personal property and/or fixtures are not included in this assessed value calculation)

This notification is to inform you of the assessed value of the above referenced property, which has been enrolled for the 2019-2020 fiscal year. The assessed value is determined as of January 1, 2019. **If you agree with your assessed value, no action on your part is needed.**

The **Assessed Value** shown, minus any exemptions for which you may qualify, will be the basis of your 2019-2020 property tax bill. Each fiscal year, the Assessor compares the factored Proposition 13 base year value to the current year January 1 market value and enrolls the lesser of the two. We have enrolled the factored base year value **which includes the mandatory California Consumer Price Index increase of 2.000%** because it is less than the January 1, 2019 market value of your property. If title was transferred to you after January 1, 2019, your base year value may increase or decrease from the 2019-2020 factored base year value shown above. A separate Notice of Supplemental Assessment will be mailed to you notifying you of your new base year value as of the date ownership transferred.

The Assessor is responsible for assessing property in accordance with Article XIII A of the California State Constitution (Proposition 13). The primary provisions are as follows:

- Property that has not changed ownership or has not had new construction added since March 1, 1975 is valued as of that date. There is a 2% maximum inflation factor applied to this value for each subsequent year. This inflation factor is based on a year by year comparison of the California Consumer Price Index. The product of this application each year results in the factored base value.
- For properties that have changed ownership and/or have had new construction added since March 1, 1975, the date of transfer, the date of completion of new construction, or January 1 if partially complete is the valuation date. Properties may have multiple valuation dates if more than one re-assessable event has occurred. The appropriate inflation factor is applied to each subsequent year.

For example, the 2019-2020 factored Proposition 13 value of a property purchased on May 1, 2017 which had new construction completed on May 1, 2018 is comprised of two values. The market value of the property as of May 1, 2017 is factored for inflation for two years and the market value of the new construction as of May 1, 2018 is factored for inflation for one year. The 2019-2020 factored base year value is the sum of these two values.

HOW TO CONTACT US

If you have any questions after reviewing the assessed value on your property, please call (510) 272-3787 or come in person to our department located at 1221 Oak Street, Rm. 145, Oakland, CA 94612-4288. We are available to assist you with your concerns from 8:30 a.m. to 5:00 p.m. Monday through Friday. If after contacting this office your value concerns could not be resolved, you must file an Assessment Appeal Application with the Clerk, Assessment Appeals Board, P.O. Box 1499, Oakland, CA 94612-1499. For information on how to obtain and complete an application call (510) 272-6352 or visit their web site at www.acgov.org/clerk/assessment.htm. **This application must be filed between July 2 and September 16, 2019 to protect your appeal rights.**

In the event that an application is filed, a reduction cannot be made unless the applicant attends and answers all questions pertinent to the inquiry before the County Assessment Appeals Board. However, appearance may be waived provided there is a written stipulation signed by the Assessor, County Legal Officer, and the applicant as to the full assessed value of the property and the facts relied upon to warrant the change in assessed value. The County Assessment Appeals Board may either a) accept the stipulation or b) reject it and may set or reset the application for a formal hearing. This process is in accordance with California Revenue and Taxation Code Section 1607.

HOW TO LOWER YOUR TAX LIABILITY

If this property is your principal place of residence as of January 1, 2019 you may be entitled to a homeowners' exemption that could lower your property tax liability. There is **no charge** to apply for this exemption. If no amount is shown on the homeowners' exemption line on the front of this notice, and you believe you would qualify, or if an amount is shown and you no longer qualify, please call (510) 272-3770.

Also, certain sales/transfers of property between parents and children, and certain sales/transfers between grandparents and grandchildren may qualify for exclusion from reassessment thereby maintaining your lower property tax liability. For information call (510) 272-3800.

We are available to answer any questions regarding this notification or any other assessment related questions you may have. Please call (510) 272-3787 or our toll free number (800) 660-7725, 8:30 a.m. to 5:00 p.m. Monday through Friday. Our website address is www.acgov.org/assessor.

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

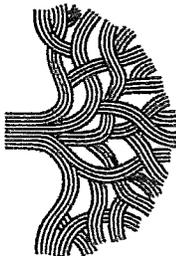
**ACCOUNT
NUMBER**
00024090

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04, 190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA
PATEL HASMUKHBHAI B & LEVA
RASHMIKA

BUSINESS LOCATION
2317 INTERNATIONAL BLVD
OAKLAND, CA 94601-1018

BUSINESS TYPE
N Rental- Commercial



EXPIRATION DATE
12/31/2017



HASMUKH PATEL
HASMUKH B PATEL
1975 MENTO DR
FREMONT, CA 94555

A BUSINESS TAX CERTIFICATE
IS REQUIRED FOR EACH
BUSINESS LOCATION AND IS
NOT VALID FOR ANY OTHER
ADDRESS.

ALL OAKLAND BUSINESSES
MUST OBTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS
LEGALLY. RENTAL OF REAL
PROPERTY IS EXCLUDED
FROM ZONING.

PUBLIC INFORMATION ABOVE
THIS LINE TO BE
CONSPICUOUSLY POSTED!

Close

THIS DOCUMENT IS A TRADE MARK AND VISUAL IDENTIFICATION OF THE CITY OF OAKLAND. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE CITY OF OAKLAND.

Attachment 3

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

October 28, 2019

Hasmukhbhai B Patel & Rashmika Leva
1975 Mento Drive
Fremont, CA 94539

Re: **DET190157; 2315-2317 International Boulevard; APN: 020 010500202**

Dear Applicant:

This letter is in response to your request for a determination for the property located at 2315-2317 International Blvd. Specifically, you submitted a Residential Hotel Statement of Exemption application, filed by the October 1, 2019 deadline, claiming that the building is not a Residential Hotel as defined per Planning Code §17.153.020.

Planning Code § 17.153.030(C) states that if the Director determines that additional information is needed to make a determination, the Director shall request the additional information in writing.

The Director has determined that additional information is required to determine whether the property is exempt from the Residential Hotel Regulations. As a result, your application is **INCOMPLETE** and is considered an **INSUFFICIENT FILING** at this time. This letter does not constitute either a granting of a Certificate of Status or Certificate of Exemption, nor does it act to certify any of the information provided to date. The status determination submission requirements are set forth in Planning Code §17.153.030(B). Items in **bold text** were not submitted *or* are insufficient. Please submit all requested items in **bold text** to deem your application complete:

- A certified copy of the property's tax returns – Property tax returns were submitted.
- **Residential landlord tax records** – If the property paid Residential landlord taxes within the past five years, please provide these records.
- **Planning and Building Permit records** – Provide Planning and Building Permit records demonstrating the alleged approved use as transitional housing as of December 2016.
- Alameda County Commercial Record Report

In addition to the status determination submission requirements per Planning Code §17.153.030(B), the Bureau of Planning is requesting additional information to corroborate your Statement of Exemption request:

- **Evidence of Transitional Housing Agreement** – Provide evidence or confirmation from the State of California of a transitional housing agreement. Confidential details are not required to be included but staff needs evidence that an agreement is in place and when the agreement was signed. The evidence should ideally explain the length of stay of residents.

Please submit the requested information in a digital .PDF format on a USB flash drive as well as on two (2) physical paper copies to my attention. **If any of the items listed above cannot be furnished, provide an explanation for each item as to why it cannot be furnished.** For general inquiries to request records or information, an in-person visit to our offices is recommended. The Planning and Building Department is located at 250 Frank Ogawa Plaza, 2nd Floor, Oakland, CA 94612 and the department phone number is (510) 238-3443. The Finance Department: Business Tax Office is located at 250 Frank Ogawa Plaza, Suite 1320, Oakland, CA 94612 and the phone number is (510) 238-3704. Lastly, the Alameda County Assessor's Office is located at 1221 Oak Street, Room 145, Oakland CA 94612 and by phone at (510) 272-3787.

Per Planning Code §17.153.030(C), the owner shall furnish the requested information, upon receipt of the written request, within thirty (30) calendar days from the date of this letter. If the requested information is not furnished, nor is there an explanation for why it cannot be furnished, the Director will issue a Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units (OMC §17.153.030(C)).

If you have any questions, feel free to contact me, **Danny Thai**, Planner I, at **(510) 238-3584**, or by e-mail at **dthai@oaklandca.gov**. Thank you for your prompt response to this request.

Sincerely,

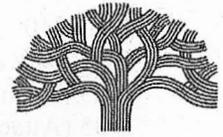


Danny Thai
Planner I, Bureau of Planning

cc: Hasmukhbhai B Patel hpatel2321@yahoo.com
Patricia Smith, Smith LLP Patsmith@smithllpgroup.com
Bhavin854@gmail.com

Attachment 4

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

RESIDENTIAL HOTEL STATUS DETERMINATION

SENT VIA CERTIFIED MAIL

January 15, 2020

Hasmukhbhai B Patel & Rashmika Leva
1975 Mento Drive
Fremont, CA 94539

Re: DET190157; 2315-2327 International Boulevard; APN: 020 010500202

Dear Applicant,

This letter provides a determination regarding the status of the preliminarily identified Residential Hotel located at 2315-2327 International Blvd., pursuant to Planning Code Section 17.153.030.

The City received your application for a Statement of Exemption on September 9, 2019. On October 28, 2019, the City issued a follow-up incomplete letter requesting additional material to be submitted within thirty (30) calendar days (Attachment A). The City did not receive additional materials until December 30, 2019, well after thirty (30) calendar days. Based on the incomplete status of the application, the incomplete information that was provided, as well as additional City Planning Records and Reports, the Bureau of Planning has determined that this building is a Residential Hotel, as defined in Planning Code Section 17.153.020, and is subject to the regulations in the Planning Code Chapter 17.153. Therefore, the application for a Certification of an Exemption has been **DENIED** and you are **required to file an Initial Usage Report** by **April 15, 2020**. Additional details regarding the analysis, as well as the requirements for converting the current activity to a Transitional Housing Residential Activity, are included below.

DISCUSSION

As outlined below, substantial documentation supports finding that the building at 2315-2327 International Blvd. has had a long history as a Residential Hotel. Further, the documents you submitted to the Bureau of Planning did not disprove the property's status as a Residential Hotel.

- During the 1940s, R.L. Polk Company published yearly city directories of residences and businesses for Oakland. Businesses were organized by category. The address 2321 E 14th St is listed as "Hotel Mitchell" under the "Furnished Room" category in 1940. It was not listed under the "Hotel" category in the R.L. Polk Company City Directory. (Attachment B)

- The 1940 – Sixteenth Decennial Census of the United States Population Schedule indicates that there were a total of thirty-two (32) people living in the building as a primary place of residence in 1940. This document also notes that more than six persons had lived at the same address in 1935 (Attachment C).
- Several City of Oakland building permits, reports, and letters indicate that the building has historically been used for residential purposes. (See Attachment D.) Note that the earliest available Oakland Planning Code, adopted February 5, 1935 and revised in June 1, 1948, provides a definition of Hotel, which “is a building or portion thereof containing six (6) or more sleeping rooms which are occupied for compensation by individuals and in which rooms no provision is made for cooking” (Attachment E). The definition does not limit or restrict the length of stay, as is seen in later definitions, and therefore is silent as to whether guests could utilize the sleeping rooms as their primary residence.
 - An application to alter building dated October 20, 1959 states that the present use of the building at 2321 E. 14th Street was a three-story apartment house. (Attachment D)
 - A Residential Record Report from 1961 states that the residential building located at 2311-2315-2317-2321-2325-2327 E. 14th Street contained 8 habitable rooms in connection with the store and 7 habitable rooms in the rear dwelling unit. The number of dwelling units listed by the applicant was 2 (in duplex) plus 34 hotel or sleeping rooms. The present authorized occupancy was as a one-story store + one-story stores and dwelling (8 rooms) + one-story, seven room, one family addition to rear of building. (Attachment D)
 - A Residential Record Report from 1976 states that the residential building located at 2319-2321 E. 14th Street, the “Mitchell Hotel,” contained 8 habitable rooms in connection with the store and 7 habitable rooms in the rear dwelling unit. The record also at times notes up to 34 habitable rooms on the property. The present authorized occupancy was as a one-story store + one-story stores and dwelling (8 rooms) + one-story, seven room, one family addition to rear of building. (Attachment D)
 - A Residential Record Report from 1979 states that the residential building located at 2317 E. 14th Street was a 3-story building with apartments and stores. The number of habitable rooms listed by the applicant was 35, but the assistant housing manager concluded that the total number of habitable rooms was “unknown.” (Attachment D)
 - A Residential Record Report from 1981 states that the residential building located at 2321 E. 14th Street contained 15 habitable rooms. The number of habitable rooms listed by the applicant was 40, including 2 dwelling units or apartments and 36 hotel units or sleeping rooms. The present authorized occupancy was as a one-story store, one-story stores and dwelling (8 rooms), and one-story, seven room, one family addition to rear of building. (Attachment D)
 - A City of Oakland letter dated March 22, 1983 indicates outstanding violations in common/community kitchens and in the units/sleeping rooms. (Attachment E)
 - A letter from the contractor indicating that smoke detectors would be installed in the case of transient guest rooms, hotel rooms or sleeping rooms dated January 17, 1984 (Attachment D).
- The City conducted annual Deemed Approved Residential Hotel inspections at the property in 2008, 2009, 2010, 2012, 2014 and 2016 (Attachment F).
- Zoning Verification and Zoning Clearance applications were submitted in 2017 to verify whether a Transitional Housing Activity would be allowed at the property and to establish the existing

three-story residential vacant hotel into a 36 (room) rooming house. While the applicant did apply and receive approval for transitional housing, this Zoning Clearance was rescinded on July 2, 2019 as the property had been preliminarily identified as a Residential Hotel, and therefore a written determination by the Planning Director regarding the building's status needed to occur first (Attachment G).

- The applicant has submitted documentation that the property owner entered into an agreement in 2017 with the California Department of Corrections and Rehabilitations through June 30, 2020 to operate the property as transitional housing for former correctional institutional inmates. However, any conversion of a building to a different use than the approved use on file with the City requires appropriate approval from the Planning and Building Department. There was no approval granted for a transitional housing use at the Mitchell Hotel prior to the moratorium and Residential Hotel Ordinance.
- The applicant submitted documentation relating to the payment of Transient Occupancy Tax (TOT). The documentation is insufficient to determine which and how many units are being utilized for transient uses versus permanent residential uses.

Furthermore, because you did not timely furnish additional information after the City issued an incomplete letter requesting additional information, the property is automatically confirmed to meet the definition of a Residential Hotel based on the City's preliminary identification. Pursuant to Planning Code Section 17.153.030.C:

If the Director determines that additional information is needed to make a determination, the Director shall request the additional information in writing. The owner shall furnish the requested information within thirty (30) calendar days upon receipt of the written request. If the requested information is not furnished, the Director will issue the Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units.

CONCLUSION

The Statement of Exemption from Planning Code Chapter 17.153 Residential Hotel Demolition, Conversion, and Rehabilitation Regulations for the property at 2315-2327 International Blvd. has been denied. Follow-up action includes submitting all required information and documentations for an Initial Usage Report to confirm the following required information as outlined in Section 17.153.030B of the Planning Code (Attachment H):

- a) Floor plans showing all the legal units, communal facilities such as bathrooms, kitchens, laundry facilities or other shared amenities, as well as any ground floor commercial space and lobby area, as of December 13, 2016.
- b) The floor plans shall also show the legal number and location of private bathrooms, and the number and location of communal bathrooms, including shower, toilet and sink facilities, as of December 13, 2016.

If no Initial Usage Report is filed by April 15, 2020, this property will be flagged, and a notice will be applied to restrict any planning, building, etc. permits until the Initial Usage Report is submitted and processed. Additional fees will apply to the application for an Initial Usage Report.

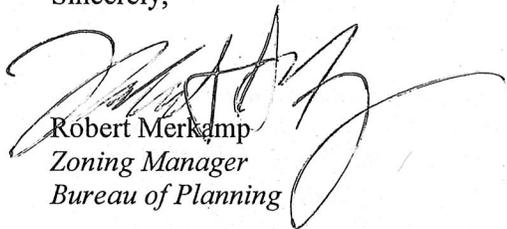
If you intend to convert the property to a Transitional Housing Residential Activity, you may submit, with your Initial Use Report determination, a request that the Zoning Manager grant an exception to the

Conditional Use Permit requirement per Planning Code Section 17.153.060(B) to convert the building to a Transitional Housing Residential Activity.

If you, or any interested party, seeks to challenge this determination, an appeal must be filed by no later than ten calendar (10) days from the date of this letter, by 4:00 pm on January 21, 2020 as stated in O.M.C Section 17.153.070D. An appeal shall be on a form provided by the Bureau of Planning of the Planning and Building Department, and submitted to the same at 250 Frank H. Ogawa Plaza, Suite 2114, to the attention of Danny Thai, Planner I or Heather Klein, Planner IV. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the Zoning Manager or wherein his/her decision is not supported by substantial evidence and must include payment of \$1,622.57 in accordance with the City of Oakland Master Fee Schedule. Failure to timely appeal will preclude you, or any interested party, from challenging the City's decision in court. The appeal itself must raise each and every issue that is contested, along with all the arguments and evidence in the record which supports the basis of the appeal; failure to do so may preclude you, or any interested party, from raising such issues during the appeal and/or in court. However, the appeal will be limited to issues and/or evidence presented to the Zoning Manager prior to the close of the previously noticed public comment period on the matter.

If you have any questions, please contact Danny Thai, Planner I, at (510) 238-3584, or at dthai@oaklandca.gov or Heather Klein, Planner IV, at (510) 238-3658 or at hklein@oaklandnet.com.

Sincerely,



Robert Merkamp
Zoning Manager
Bureau of Planning

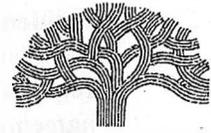
Attachments:

- A. Incomplete Letter dated October 28, 2019
- B. 1940 RL Polk Company Oakland City Directory
- C. 1940 US Census Population Schedule
- D. 1948 Zoning Code, Excerpt for Definition of "Hotel"
- E. City of Oakland Microfiche Records
- F. City of Oakland Accela Records regarding Deemed Approved Hotel Inspections
- G. Zoning Clearance Records
- H. Initial Usage Report Application Form

CC: Patty Smith
SMITH LLP
1611 Telegraph Avenue, Suite 210
Oakland, California 94612
patsmith@smithLLPgroup.com

Bhavin854@gmail.com

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

October 28, 2019

Hasmukhbhai B Patel & Rashmika Leva
1975 Mento Drive
Fremont, CA 94539

Re: **DET190157; 2315-2317 International Boulevard; APN: 020 010500202**

Dear Applicant:

This letter is in response to your request for a determination for the property located at 2315-2317 International Blvd. Specifically, you submitted a Residential Hotel Statement of Exemption application, filed by the October 1, 2019 deadline, claiming that the building is not a Residential Hotel as defined per Planning Code §17.153.020.

Planning Code § 17.153.030(C) states that if the Director determines that additional information is needed to make a determination, the Director shall request the additional information in writing.

The Director has determined that additional information is required to determine whether the property is exempt from the Residential Hotel Regulations. As a result, your application is **INCOMPLETE** and is considered an **INSUFFICIENT FILING** at this time. This letter does not constitute either a granting of a Certificate of Status or Certificate of Exemption, nor does it act to certify any of the information provided to date. The status determination submission requirements are set forth in Planning Code §17.153.030(B). Items in **bold text** were not submitted *or* are insufficient. Please submit all requested items in **bold text** to deem your application complete:

- A certified copy of the property's tax returns – Property tax returns were submitted.
- **Residential landlord tax records** – If the property paid Residential landlord taxes within the past five years, please provide these records.
- **Planning and Building Permit records** – Provide Planning and Building Permit records demonstrating the alleged approved use as transitional housing as of December 2016.
- Alameda County Commercial Record Report

In addition to the status determination submission requirements per Planning Code §17.153.030(B), the Bureau of Planning is requesting additional information to corroborate your Statement of Exemption request:

Attach 4-A

- **Evidence of Transitional Housing Agreement** – Provide evidence or confirmation from the State of California of a transitional housing agreement. Confidential details are not required to be included but staff needs evidence that an agreement is in place and when the agreement was signed. The evidence should ideally explain the length of stay of residents.

Please submit the requested information in a digital .PDF format on a USB flash drive as well as on two (2) physical paper copies to my attention. If any of the items listed above cannot be furnished, provide an explanation for each item as to why it cannot be furnished. For general inquiries to request records or information, an in-person visit to our offices is recommended. The Planning and Building Department is located at 250 Frank Ogawa Plaza, 2nd Floor, Oakland, CA 94612 and the department phone number is (510) 238-3443. The Finance Department: Business Tax Office is located at 250 Frank Ogawa Plaza, Suite 1320, Oakland, CA 94612 and the phone number is (510) 238-3704. Lastly, the Alameda County Assessor's Office is located at 1221 Oak Street, Room 145, Oakland CA 94612 and by phone at (510) 272-3787.

Per Planning Code §17.153.030(C), the owner shall furnish the requested information, upon receipt of the written request, within thirty (30) calendar days from the date of this letter. If the requested information is not furnished, nor is there an explanation for why it cannot be furnished, the Director will issue a Certificate of Status confirming that the building is a Residential Hotel that is composed entirely of individual Residential Hotel Units (OMC §17.153.030(C)).

If you have any questions, feel free to contact me, Danny Thai, Planner I, at (510) 238-3584, or by e-mail at dthai@oaklandca.gov. Thank you for your prompt response to this request.

Sincerely,



Danny Thai
Planner I, Bureau of Planning

cc: Hasmukhbhai B Patel hpatel2321@yahoo.com
Patricia Smith, Smith LLP Patsmith@smithllpgroup.com
Bhavin854@gmail.com

***FREIGHT FORWARDERS**
BEKINS VAN & STORAGE CO. 22d and
 San Pablo Av. Tel Highgate 0365 (For
 further information see right side lines
 and page 38 Buyers' Guide)

FRUIT BUYERS, PACKERS AND SHIPPERS
CALIFORNIA PACKING CORPORATION
 Plant 0, 1st and Myrtle; Plant 7, 40th
 and Hallock, Emeryville; Plant 8, 753
 Sausalito; Plant 24, E 14th and 29th Av;
 Plant 25, 1250 Park Av, Emeryville;
 Plant 37, 1109 29th Av; Plant 58, ft. of
 35th Av; Plant 150, 1st and Elbert;
 Alameda Plant, 48, Benton and Buena
 Vista; Berkeley Plant 45, 2124 14th; Main
 Office 101 California, Tel Sutter 7769,
 San Francisco
 Santa Cruz Fruit Packing Co 5601 E 14th

FRUIT DEALERS—RETAIL
 Annunzio Anthony 1923 Park Blvd
 Arcia Joa 3273 Lake Shore av
 Beckner Frank 4000 Piedmont av
 Bouzos Angelo 3053 Teleg av B
 Brocchini Antonio 949 Washn
 California Citrus Distributors 1923 Shat-
 tuck av B
 Castagnola Albt 3934 Bway
 Catalani Gaston 349 Washn
 Cecaroli Antonio 949 Washn
 Cerutti Brus 949 Washn
 Cherico D J 1430 Pearl A
 Chong Shew 5957 Teleg av
 Choy Key 1618 1/2 9th
 Corsi & Marini 3329 Lake Shore av
 David & Straglia 949 Washn
 Divola Anthony 4519 E 14th
 England Walter 543 Athol av
 Felix David 269 E 12th
 Fong Win 3715 E 14th
 Forcas Max 2393 Teleg av B
 Gee Son Yew 730a Webster
 Genova P J & Co 949 Washn
 Giovannini Flora 949 Washn
 Gori L A 1427 Park A
 Hiranio J S 3925 Hopkins and 332 14th
 Hursh Leon 1601 E 12th
 Johnson Wm 1335 Park A
 Jun Kwong Wo 703 Franklin
 Kubak Jos 3902 Teleg av
 Kermoyan E A 2442 Teleg av B
 Kitalina Robt 3229 Foothill Blvd
 Kohn Aaron 5606 San Pablo av
 Konlyan Sami 4435 E 14th
 Laina Angelo 949 Washn
 Leogranic J W 4743 Foothill Blvd
 Lucchesi & Brocchini 949 Washn
 Magnani Steph 949 Washn
 Mendelsohn Max 6016 San Pablo av
 Merlino Chris 3241 Grand av
 Meyers F R 9110 E 14th
 Michaelo Peter 3327 Foothill Blvd
 Orocco L C 40 Shattuck sq B
 P & G Fruit Market 1614 Park A
 Ratto Jos 949 Washn
 Richardson A R 342 E 18th
 Rockridge Fruit Mt 5560 College av
 Rolandelli M & Co 949 Washn
 Rosellini Arnaldo 1303 14th av
 Rozoles Nicholas 1225 Washn
 Salomies Milton 3825 Hopkins
 Sakonics Nicholas 2137 Hopkins
 Severletti Danl 3101 E 14th
 Silva A T 3359 Lake Shore av
 Tetsall Ida Mrs 1949 Hopkins
 Torchia Richd 2976 College av B
 Tourlous Geo 3701 E 14th
 Ukai Kalzo 6345 Grove

FRUIT DEALERS—WHOLESALE AND BROKERS
 Berkeley Commission Co 2019 Blake B
 Burastero E M 2048 7th av
 Calava Subtronic Fruit Co 211 Franklin
 Central California Producers 380 3d

FUNERAL DIRECTORS
 Andker & Petersen 1445 6th av
 Bannon C E 8800 E 14th
 Berk's Funeral Chapel 1936 Univ av B
BROWN ALBERT UNDERTAKING CO.
 3478 Piedmont Av cor Westfall, Tel Pied-
 mont 0731 (For further information see
 page 22 Buyers' Guide)
CAPORINO E CO. 1727 Grove, Tel Highgate
 0240 (For further information see right
 top lines and page 23 Buyers' Guide)
COOPER CLARENCE N MORTUARY. Main
 Office Fruitvale Chapel, 1580 Fruitvale Av
 cor E 16th, Tel Fruitvale 0180; Elmhurst
 Chapel (Branch) 8901 E 14th cor 49th Av,
 Tel Trinidad 4343 (For further informa-
 tion see left side lines and page 22 Buyers'
 Guide)
 Engel Albert & Co 3630 Teleg av
 Fowler Anderson 2244 Santa Clara av A
FREEMAN & COX-ROACH & KENNEY
 INC, Oakland Parlors 2630 Telegraph Av,
 Tel Tempehaur 1181; Fruitvale Parlors
 1901 Fruitvale Av, Tel Fruitvale 0210;
 Berkeley Parlors, 2114 Grove, Tel Berkeley
 5358 (For further information see left top
 lines and page 23 Buyers' Guide)
 Godeau Julius S Inc 2110 Webster
 Hagy O H 1524 Webster A
 Hanrahan, Wadsworth, Pine & Horba 610
 E 14th
HILL & KAMMERER, Chapel Piedmont,
 3479 Piedmont Av, Tel Humboldt 0171
 Hudson L M 953 8th
 Hull & Durgin 3051 Adeline

MORTUARIES INC
 THE, 2368-2372 E 14th, Teia Fruitvale
 0511, 0512 and 0513 and 2850 Telegraph
 Av, Teia Glencourt 6434 and 6435 (For
 further information see page 23 Buyers'
 Guide)
 Murphy G W 2312 Central av A
NICHOLS EDWARD E CO. 2640 Grove cor
 Derby, Berkeley, Tel Berkeley 0850
 Patterson T W 620 E 14th
 Smiley & Gallagher 1415 Oak A
 Stout A G 2307 Teleg av
 Taylor Chas 1214 8th
 Taylor Jas C 588 15th
TRUMAN CO THE, 2945 Telegraph Av at
 30th, Day or Night Tel Highgate 5700
 (For further information see page 23 and
 page 23 Buyers' Guide)
 Youell F J 3007 Teleg av

FUR DEALERS AND FURRIERS
 Alexander I G 884 Colusa av B
 Anderson Sophia 623 15th
 Benloff Fred 1701 Bway
 Benloff G H 1733 Bway
 Brill Arth 508 18th
 Bullwinkel Edw 1773 Bway
 Doe F J 404 15th
 Fox Furriers & Tailors 4151 Piedmont av
 Fox Shoppe 96 Shattuck sq B
 Hollywood Shoppe Inc 1727 Bway
 Kahn Sol 2495 Teleg av B
KAHN'S DEPARTMENT STORE. Broad-
 way, San Pablo and 16th, Tel Glencourt
 4321 (For further information see right
 top lines and page 19 Buyers' Guide)
 Lercara Jos 1924 Teleg av
MAGNIN I & CO. 2001 Broadway, Tel High-
 gate 7722 (For further information see
 page 29 Buyers' Guide)
 Martin Geo 1906 San Pablo av
 Mezirka Godfrey 5703 College av
 Miffents A G 3704 Grand av
 Miller Abe 1239 San Pablo av
 Moeller Christian 126 E 14th
 Morley Helen 29 Grand av
 Morria Maschini 1623 Bway
 Nathanson Philip 1938 Bway
 Panchez Michl 1434 San Pablo av
 Penn Abr 1744 Teleg av
 Penn Harry 1722 Teleg av
 Perham Margt Mrs 1912 Encinal av A
 Piedmont Furrier 4293 Piedmont av
 Quinones M A Mrs 1620 Encinal av A
 Ronkin I A 2124 Bway
 Rothleder Isadore 577 17th
 Schultz Wm 531 16th
 Slater W B 1543 San Pablo av
 Spude W J 309 Piedmont av
 Vance E M Mrs 2111 Bancroft way B
 Weissman M P 2108 Allston way B
 White R L 1924 Bway R2

FURNACE MANUFACTURERS
 (See also Heating Apparatus)
 California Furnace Co 1276 48th av
CULLINAN RACE SALES CO. 608 16th, Tel
 Twinoka 2455
 Miller W E 714 E 14th

***FURNACE OILS**
RHODES & JAMIESON LTD. Foot of 23d
 Av, Oakland, Tel Fruitvale 8811 (For fur-
 ther information see back cover and page
 12 Buyers' Guide)

FURNACES AND FURNACE REPAIRERS
 —DEALERS
 Harer H H 829 31st
 Holland Co The 1226 E 14th
 Pacific Gas Appliance Co 4434 Teleg av

FURNISHED ROOMS
 Abbey Hotel 624 13th
 Acme Hotel 513 Bway
 Adeline Station Hotel 1208 7th
 American Hotel 1778 7th
 Anchorage Lodge 2537 Ridge rd B
 Angela Hotel 1109 Webster
 Arcadia 1632 7th
 Arcadian Hall 2606 Benvenue av B
 Arch Place 1849 Arch B
 Astor Hotel 915 Webster
 Astoria 1844 7th
 Atherton House 2407 S Atherton B
 Atlantic 903 Franklin
 Avalon Hotel 2010 Teleg av
 Avenue Hotel 2557 San Pablo av
 Baer M P 670 7th
 Baltimore Hotel 715 Bway
 Barrett Elizabeth Hall 2438 Warring B
 Brinkington Hall 2315 Dwight way B
 Barthold A H 9920 E 14th
 Beaulieu Club 2477 Prospect B
 Bell Hotel 812 Washn
 Bellevue Hotel 4103 Piedmont av
 Belmont Hotel 516 13th
 Bernal Ethel Mrs 648 E 17th
 Bettencourt M J 925 Franklin
 Beverly Lodge 2506 Piedmont av B
 Blackshear M F 1793 7th
 Ron Haven 2709 Channing way B
 Boone H H 2029 Durant av B
 Bowles Hall U C Campus B
 Brennan Earl 1532 Euclid av B
 Bridge Hotel 371 12th
 Broadway Hotel 812 Bway
 Broadway Hotel Apartments 1770 Bway
 Brya Mawr Hall 2328 Bowditch B
 Caldwell Etta 4628 E 14th
 California Hotel 1328 1/2 Park A
 Campbell Milton 1716 San Pablo av
 Campus Inn 2619 Ridge rd B
 Cape Cod House 1546 Alice
 Carell A W 418 10th
 Clark Hotel 2641 San Pablo av

College Hall 2520 LUL
 Collins J N 618 14th
 Conroy Hall 3542 Durant av
 Colonial Inn 1109 Oak
 Concord The 2426 Bowditch B
 Concordia 2430 Bowditch B
 Cortez Hotel 810 Washn
 Cozy Hotel 706 Clay
 Dad's Hotel 7218 E 14th
 Danner S 1 Mrs 2908 Channing way B
 Deamboro Hotel 535 41st
 Drake Hotel 630 13th
 Duke Hotel 809 Washn
 Durant Place 2805 Durant av B
 El Centro Hotel 1302 Park A
 El Dora Hotel 583 7th
 Elite Hotel 259 12th
 Elizabeth Barrett Hall 2438 Warring B
 Elmora Hotel 378 11th
 English I T 4396 Teleg av
 Epworth Hall 2521 Channing way B
 Eureka Hotel 501 7th
 Evans Bertha Mrs 909 Bway
 Evans Georgia Mrs 1077 7th
 Ewing Josephine Mrs 523 E 11th
 Ferns Hotel 415 15th
 Ford L K 523 Paralta
 Frances Hotel 722 Washn
 Gallac Justin 475 7th
 Gazzara Anthony 565 10th
 Gladstone 469 9th
 Glenn Hotel 2261 E 14th
 Golden Gate Hotel 5690 San Pablo av
 Golden West Hotel 412 8th
 Graystone Hotel 2376 Fruitvale av
 Gregory Apartments 970 1/2 7th
 Guy Edw 2412 Webster
 Halpern Sophie Mrs 318 21st
 Hansen H K 644 12th
 Hart M W 1019 Castro
 Harvey Hotel 1835 7th
 Hasse Lodge 2721 Haste B
 Haywood K P Mrs 1821 Alice
 Herald Hotel 5838 San Pablo av
 Herminas 2301 Cedar B
 Hesselsohn Jake 517 Grove
 Hillman W P 2456 Prospect B
 Hobart Apartments 466 Hobart
 Hogan M D Mrs 1448 Jackson
 Hoffman Bela 341 Lenox av
 Homich Mary Mrs 521 8th
 Hopkins K C Mrs 2793 Benvenue av B
 Hotel Adams 668 12th
 Hotel Adams 1446 23d av
 Hotel Alden 4903 Teleg av
 Hotel Amherst 2281 Shattuck av B
 Hotel Astor 710 Clay
 Hotel Aztec 583 8th
 Hotel Berkeley 2039 Shattuck av B
 Hotel Beverly 920 Clay
 Hotel Broadway 812 Bway
 Hotel Brunswick 907 Washn
 Hotel Camballe 2070 Univ av B
 Hotel Central 2008 Shattuck av B
 Hotel Crall 2107 Shattuck av B
 Hotel Denver 506 Washn
 Hotel Fremont 624 8th
 Hotel Golden West 412 8th
 Hotel Hansen 1108 Stanford av
 Hotel Harding 722 Washn
 Hotel Marquis 365 10th
 Hotel Mars 1002 7th
 Hotel Merritt 823 Franklin
 Hotel Mitchell 3221 E 14th
 Hotel Monroe 623 12th
 Hotel Richards 706 Bway
 Hotel Ruedy 622 Franklin
 Hotel St Louis 539 7th
 Hotel Santa Clara 2319 1/2 Santa Clara
 Hotel Stanford 1107 Stanford av
 Hotel Temple 269 12th
 Hotel Vernon 392 11th
 Hotel Warren 1252 7th
 Hotel Wilson 414 7th
 Howard Hotel 817 Bway
 Ideal Rooms 2120a Dwight way B
 International House 2299 Piedmont av
 Iowa Hotel 830 Bway
 Jefferson Hotel 1211 Jefferson
 Jensen May Mrs 466 8th
 Joaquin Hall 2723 Bancroft way B
 Johnson Cordelia Mrs 635 Market
 Kahler Onal Mrs 1030 56th
 Kallvoda Mary Mrs 1136 10th av
 Kamp Hotel 641 22d
 Kay Hotel 322 Bway
 Kusano Hotel 709 Franklin
 Lafayette Hotel 709 Washn
 Lake Hotel 134 E 16th
 Laniata Lodge 2634 Bancroft way B
 Larsen J C 2015 13th av
 Larson John 743 7th
 Le Salle Hotel 489 8th
 Lauralon The 2316 Bowditch B
 Le Beau Josephine Mrs 1693 7th
 Lemons Pauline Mrs 1166 7th
 Leona Rooms 1643 Park A
 Le Roy Hotel 433 Washn
 Liberty Hotel 806 Washn
 Livingston Hotel 2505 San Pablo av
 Longfellow Nettle Mrs 1318 E 12th
 Lorne Apartments 574 8th
 Loveland Cora 1707 Fremont way
 Mac'hee Mary Mrs 1929 Berkeley way
 Madrone Hotel 477 8th
 Magnolias The 2547 Channing way B
 Malson Francaise 2730 Dwight way B
 Manning H L 1765 7th
 Marquette Hotel 2329 San Pablo av
 Martin Hotel 277 12th
 Marks Rooms 1738 E 14th
 Maryland Hotel 687 8th
 Mason Lily Mrs 519 Wood
 Maxwell Nannie B 1494 Alice
 McCann Jan 674 17th

*FREIGHT FORWARDERS
DEKINS VAN & STORAGE CO. 22d and
 San Pablo Av. Tel Hightate 6565 (For
 further information see right side lines
 and page 38 Buyers' Guide)

**FRUIT BUYERS, PACKERS AND
 SHIPPERS**
CALIFORNIA PACKING CORPORATION
 Plant 6, 1st and Myrtle; Plant 7, 40th
 and 16th; Emeryville; Plant 8, 752
 Saunders; Plant 24, E 11th and 29th Av;
 Plant 35, 1250 Park Av, Emeryville;
 Plant 37, 1100 29th Av; Plant 58, ft of
 85th Av; Plant 150, 1st and Filbert;
 Alameda Plant, 48, Benton and Buena
 Vista; Berkeley Plant 45, 2124 4th; Main
 Office 101 California, Tel Sutter 7769,
 San Francisco
 Santa Cruz Fruit Packing Co 5601 E 14th

FRUIT DEALERS—RETAIL
 Annunzio Anthony 1923 Park Blvd
 Arena Jos 3273 Lake Shore av
 Beckmier Frank 4000 Piedmont av
 Bouzos Angelo 2053 Teleg av B
 Brocchia Antonio 949 Washn
 California Citrus Distributors 1923 Shat-
 tuck av B
 Castagnola Albi 3934 Bway
 Catassi Gaston 949 Washn
 Cerullo Antonio 949 Washn
 Cerruti Brus 949 Washn
 Cherico D J 1430 Pearl A
 Chong Shew 5987 Teleg av
 Choy Key 1698 4 9th
 Corsi & Marial 3329 Lake Shore av
 David & Sbraglia 949 Washn
 Divida Anthony 4819 E 14th
 England Walter 543 Athol av
 Felix David 269 E 12th
 Fonk Wm 3715 E 14th
 Forens Max 2393 Teleg av B
 Gee Son Yew 7304 Webster
 Gervall P J & Co 949 Washn
 Giovannoni Floro 949 Washn
 Gori L A 1427 Park A
 Hirano J S 3925 Hopkins and 332 14th
 Hursh Leon 1601 E 12th
 Johnson Wm 1335 Park A
 Jun Kwong Wo 703 Franklin
 Kabak Jos 3902 Teleg av
 Kernoyan E A 2442 Teleg av B
 Kitajima Robt 3229 Foothill Blvd
 Kohn Aaron 6006 San Pablo av
 Konjlian Sami 8435 E 14th
 Lainas Angelo 949 Washn
 Leogrande J V 4743 Foothill Blvd
 Lucchesi & Brocchini 949 Washn
 Magnani Steph 949 Washn
 Mendelsohn Max 6016 San Pablo av
 Merlino Chris 5241 Grand av
 Meyers F R 9110 E 14th
 Michaleto Peter 3327 Foothill Blvd
 Orasco L C 40 Shattuck sq B
 P & G Fruit Market 1614 Park A
 Ratto Jos 949 Washn
 Richardson A R 342 E 18th
 Rockledge Fruit Mkt 5560 College av
 Rolandelli M & Co 949 Washn
 Rosellini Arnoldo 1903 14th av
 Rozoles Nicholas 1225 Washn
 Salontes Milton 3825 Hopkins
 Salontes Nicholas 2137 Hopkins
 Severetti Dani 7101 E 14th
 Silva A T 3359 Lake Shore av
 Tetsall Ida Mrs 1949 Hopkins
 Torchia Richd 2976 College av B
 Tourous Geo 3701 E 14th
 Ukal Katzo 5345 Grove

**FRUIT DEALERS—WHOLESALE AND
 BROKERS**
 Berkeley Commission Co 2019 Blake B
 Burastero E M 2048 7th av
 Calava Subtropic Fruit Co 211 Franklin
 Central California Producers 380 3d

FUNERAL DIRECTORS
 Andker & Petersen 1445 6th av
 Bannon C P 6800 E 14th
 Berg's Funeral Chapel 1936 Univ av B
BROWN ALBERT UNDERTAKING CO.
 3476 Piedmont Av enr Westfall, Tel Pied-
 mont 0731 (For further information see
 page 22 Buyers' Guide)
CAPORNGO & CO. 1727 Grove, Tel Hightate
 0240 (For further information see right
 top lines and page 22 Buyers' Guide)
COOPER CLARENCE N MORTUARY. Main
 Office Fruitvale Chapel, 1580 Fruitvale Av
 cor E 16th, Tel Fruitvale 0180; Elmhurst
 Chapel (Branch) 8901 E 14th cor 89th Av,
 Tel Trinidad 4343 (For further informa-
 tion see left side lines and page 22 Buyers'
 Guide)
 Engel Albert & Co 3630 Teleg av
 Fowler Anderson 2244 Santa Clara av A
FREEMAN & CON-ROACH & KENNEY
 INC, Oakland Parlor, 2630 Telegraph Av,
 Tel Templeton 1181; Fruitvale Parlor,
 1901 Fruitvale Av, Tel Fruitvale 0210;
 Berkeley Parlor, 2414 Grove, Tel Berkeley
 2538 (For further information see left top
 lines and page 23 Buyers' Guide)
 Godeau Julius S Inc 2110 Webster
 Hagy G H 1524 Webster A
 Hanrahan, Wadsworth, Pine & Borba 610
 E 14th
HILL & KAMMERER. Chapel Piedmont,
 3476 Piedmont Av, Tel Humboldt 0171
 Hudson L M 953 8th
 Hull & Durgin 3051 Adeline

MILLEN GRANT I MORTUARIES INC
 TIE, 2368-2372 E 14th, Tela Fruitvale
 0511, 0612 and 0513 and 2850 Telegraph
 Av, Tela Hightate 6334 and 6335 (For
 further information see page 23 Buyers'
 Guide)
 Murphy G W 2312 Central av A
NIEHAUS EDWARD E CO. 2640 Grove cor
 Derby, Berkeley, Tel Berkeley 0850
 Patterson T W 620 E 14th
 Smiley & Gallagher 1415 Oak A
 Stout A G 2307 Teleg av
 Taylor Chas 1214 8th
 Taylor Jas CO 518 15th
TRUMAN CO TIE. 2935 Telegraph Av at
 30th, Day or Night Tel Hightate 5700
 (For further information see page 11 and
 page 23 Buyers' Guide)
 Youell F J 3007 Teleg av

FUR DEALERS AND FURRIERS
 Alexander I G 884 Colusa av B
 Anderson Sophia 623 16th
 Benloff Fred 1701 Bway
 Benloff G H 1733 Bway
 Brill Arth 593 18th
 Burwinkel Edw 1773 Bway
 Dee F J 404 15th
 Fox Furriers & Tailors 4151 Piedmont av
 Fur Shoppe The 96 Shattuck sq B
 Hollywood Shoppe Inc 1727 Bway
 Kahn Sol 2495 Teleg av B
KAMIN'S DEPARTMENT STORE. Broad-
 way, San Pablo and 16th, Tel Hightate
 4321 (For further information see right
 top lines and page 19 Buyers' Guide)
 Lercara Jos 1924 Teleg av
MAGNIN I & CO. 2001 Broadway, Tel Hightate
 7722 (For further information see
 page 29 Buyers' Guide)
 Martin Geo 1906 San Pablo av
 Mezirka Godfrey 5703 College av
 Middents A G 3704 Grand av
 Miller Abe 1629 San Pablo av
 Moeller Christian 126 E 14th
 Morley Helen 29 Grand av
 Morria Maschal 1623 Bway
 Nathanson Philip 1938 Bway
 Panchez Michi 1434 San Pablo av
 Penn Abr 1744 Teleg av
 Penn Harry 1722 Teleg av
 Perham Margt Mrs 1912 Encinal av A
 Piedmont Furriers 4293 Piedmont av
 Quinones M A Mrs 1620 Encinal av A
 Rankin I A 2124 Bway
 Rothleder Isadore 577 17th
 Schultz Wm 531 16th
 Slater W B 1543 San Pablo av
 Splude W J 3909 Piedmont av
 Vance E M Mrs 2111 Bancroft way B
 Weissman M P 2108 Allston way B
 White R L 1924 Bway R2

FURNACE MANUFACTURERS
 (See also Heating Apparatus)
 California Furnace Co 1276 48th av
CULLINAN HEAT SALES CO. 608 10th, Tel
 Twinonks 2458
 Miller W E 714 E 14th

***FURNACE OILS**
RHODES & JAMENSON LTD. Foot of 23d
 Av, Oakland, Tel Fruitvale 8811 (For fur-
 ther information see back cover and page
 12 Buyers' Guide)

FURNACES AND FURNACE REPAIRERS
 —DEALERS
 Harer H H 829 31st
 Holland Co The 1226 E 14th
 Pacific Gas Appliance Co 4434 Teleg av

FURNISHED ROOMS
 Abbey Hotel 524 13th
 Acme Hotel 513 Bway
 Adeline Station Hotel 1208 7th
 American Hotel 1778 7th
 Anchorage Lodge 2537 Ridge rd B
 Angelus Hotel 1109 Webster
 Arcadia 1632 7th
 Arcadian Hall 2606 Benvenue av B
 Arch Place 1849 Arch B
 Astor Hotel 915 Webster
 Astoria 1944 7th
 Atherton House 2407 S Atherton B
 Atlantic 908 Franklin
 Avalon Hotel 2010 Teleg av
 Avenue Hotel 2557 San Pablo av
 Baca M P 670 7th
 Baltimore Hotel 715 Bway
 Barrett Elizabeth Hall 2433 Warring B
 Barrington Hall 2315 Dwight way B
 Barthold A H 9920 E 14th
 Beaudelure Club 2347 Prospect B
 Bell Hotel 812 Washn
 Bellevue Hotel 4103 Piedmont av
 Belmont Hotel 516 13th
 Bernal Ethel Mrs 548 E 17th
 Bettencourt M J 925 Franklin
 Beverly Lodge 2506 Piedmont av B
 Blackbear M F 1793 7th
 Bon Haven 2709 Channing way B
 Boone H H 2029 Durant av B
 Bowles Hall U C Campus B
 Brennan Earl 1832 Euclid av B
 Bridge Hotel 271 12th
 Broadway Hotel 812 Bway
 Broadway Hotel Apartments 1770 Bway
 Bryn Mawr Hall 2328 Bowditch B
 Caldwell Etta 4628 E 14th
 California Hotel 1328 1/2 Park A
 Campbell Mills 1716 San Pablo av
 Campus Inn 2619 Ridge rd B
 Cape Cod House 1546 Alice
 Carelli A W 418 10th
 Clark Hotel 2641 San Pablo av

Clyde Hotel 680 22d
 College Hall 2520 College av B
 Collins J N 618 14th
 Colonial Hall 2542 Durant av B
 Colonial Inn 1109 Oak
 Concord The 2426 Bowditch B
 Concordia 2430 Bowditch B
 Cortez Hotel 810 Washn
 Cozy Hotel 706 Clay
 Dad's Hotel 7218 E 14th
 Danner S I Mrs 2908 Channing way B
 Deansboro Hotel 535 41st
 Drake Hotel 530 13th
 Duke Hotel 809 Washn
 Durant Place 2605 Durant av B
 El Centro Hotel 1302 Park A
 El Dora Hotel 589 7th
 Elite Hotel 259 12th
 Elizabeth Barrett Hall 2438 Warring B
 Elmore Hotel 378 11th
 English I T 4396 Teleg av
 Epworth Hall 2521 Channing way B
 Eureka Hotel 501 7th
 Evans Bertha Mrs 909 Bway
 Evans Georgia Mrs 1077 7th
 Ewing Josephine Mrs 528 E 11th
 Ferns Hotel 415 15th
 Ford L K 523 Peralta
 Frances Hotel 723 Washn
 Gaillac Justin 475 7th
 Gazzara Anthony 566 10th
 Gladstone 469 9th
 Glenn Hotel 2261 E 14th
 Golden Gate Hotel 5690 San Pablo av
 Golden West Hotel 412 8th
 Graystone Hotel 2376 Fruitvale av
 Gregory Apartments 970 1/2 7th
 Guy Edw 2412 Webster
 Halpern Sophie Mrs 319 21st
 Hansen H K 644 12th
 Hart M W 1019 Castro
 Harvey Hotel 1835 7th
 Haste Lodge 2721 Haste B
 Haywood K P Mrs 1821 Alice
 Herald Hotel 5838 San Pablo av
 Hermans 2301 Cedar B
 Hesselsohn Jake 517 Grove
 Hillman W P 2456 Prospect B
 Hobart Apartments 466 Hobart
 Hogan M D Mrs 1448 Jackson
 Hoffman Bela 341 Lenox av
 Homich Mary Mrs 521 8th
 Hopkins K C Mrs 2793 Benvenue av B
 Hotel Adams 668 12th
 Hotel Adams 1446 33d av
 Hotel Alden 4903 Teleg av
 Hotel Amherst 2321 Shattuck av B
 Hotel Astor 710 Clay
 Hotel Aztec 583 8th
 Hotel Berkeley 2039 Shattuck av B
 Hotel Beverly 920 Clay
 Hotel Broadway 812 Bway
 Hotel Brunswick 907 Washn
 Hotel Campanile 2070 Univ av B
 Hotel Central 2908 Shattuck av B
 Hotel Crall 2107 Shattuck av B
 Hotel Denver 506 Washn
 Hotel Fremont 524 8th
 Hotel Golden West 412 8th
 Hotel Hansen 1108 Stanford av
 Hotel Harding 722 Washn
 Hotel Marquise 366 10th
 Hotel Mars 1062 7th
 Hotel Merritt 823 Franklin
 Hotel Mitchell 2321 E 14th
 Hotel Monroe 628 12th
 Hotel Richards 706 Bway
 Hotel Ruedy 622 Franklin
 Hotel St Louis 539 7th
 Hotel Santa Clara 2319 1/2 Santa Clara av A
 Hotel Stanford 1107 Stanford av
 Hotel Temple 269 12th
 Hotel Vernon 392 11th
 Hotel Warren 1252 7th
 Hotel Wilson 414 7th
 Howard Hotel 817 Bway
 Ideal Rooms 2126a Dwight way B
 International House 2299 Piedmont av B
 Iowa Hotel 830 Bway Jefferson
 Jefferson Hotel 1211 Jefferson
 Jensen May Mrs 456 8th
 Joaquin Hall 2723 Bancroft way B
 Johnson Cordelia Mrs 635 Market
 Kahler Opal Mrs 1030 56th
 Kallivoda Mary Mrs 1136 10th av
 Knapp Hotel 641 23d
 Kay Hotel 322 Bway
 Kusano Hotel 709 Franklin
 Lafayette Hotel 709 Washn
 Lake Hotel 134 E 16th
 Lantana Lodge 2634 Bancroft way B
 Larsen J C 2015 13th av
 Larson John 743 7th
 La Salle Hotel 489 9th
 Lauralton The 2316 Bowditch B
 Le Beau Josephine Mrs 1693 7th
 Lemons Pauline Mrs 1166 7th
 Leona Rooms 1643 Park A
 Le Roy Hotel 433 Washn
 Liberty Hotel 806 Washn
 Livingston Hotel 2505 San Pablo av
 Longfellow Nettle Mrs 1313 E 12th
 Lorne Apartments 674 8th
 Loveland Cora 1707 Fremont way
 MacPhee Mary Mrs 1929 Berkeley way B
 Madrone Hotel 477 8th
 Magnolias The 2547 Channing way B
 Malson Franckise 2730 Dwight way B
 Manning H L 1765 7th
 Marguerite Hotel 2329 San Pablo av
 Marlin Hotel 277 12th
 Marks Rooms 1736 E 14th
 Maryland Hotel 887 8th
 Mason Lilly Mrs 519 Wood
 Maxwell Nannie B 1494 Alice
 McCann Jas 674 17th

ZONING LAWS
ORDINANCES 474-475 C.M.S.

Adopted February 5, 1935

OAKLAND, CALIFORNIA

TEXT OF ORDINANCES AND MAPS
REVISED TO JUNE 1, 1948, INCLUDING SEC. 214

Attach-4D

SEC. 7-1.01 (k) "HEIGHT OF BUILDING" is the vertical distance from the average elevation of the adjoining ground level to the lowest point of the finished ceiling of the topmost story.

SEC. 7-1.01 (l) "HOME OCCUPATION" is a use carried on in a dwelling by a resident thereof and which use is merely incidental to the residential use of the dwelling and shall include the practice of a dentist, physician, chiropractor and osteopath when not more than one assistant is employed.

Other home occupations permitted where no assistants are employed shall include a dressmaker, milliner, music teacher, portrait or landscape painter and writer.

No signs advertising a home occupation may be displayed in any residential district other than one name plate not exceeding one square foot in area. (As amended by Ord. No. 2140 C.M.S. passed March 21, 1946.)

SEC. 7-1.01 (m) "HOTEL" is a building or portion thereof containing six (6) or more sleeping rooms which are occupied for compensation by individuals and in which rooms no provision is made for cooking.

SEC. 7-1.01 (n) "LOT" is a parcel of land occupied or capable of being occupied by a building and its accessory buildings together with such open spaces as are required by this Article, and which has its principal frontage upon a street.

"CORNER LOT" is a lot situated at the junction of two (2) or more streets.

"INTERIOR LOT" is a lot other than a corner lot.

"THROUGH LOT" is an interior lot having a frontage on two (2) streets.

SEC. 7-1.01 (o) "NON-CONFORMING USE" is a use that does not conform with the regulations of the district in which it is situated.

SEC. 7-1.01 (p) "STORY" is that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between such floor and the ceiling next above it.

"STORY, HALF" is a story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of such story.

SEC. 7-1.01 (q) "STREET" is a public or private thoroughfare which affords the principal means of access to abutting property.

SEC. 7-1.01 (r) "STRUCTURE" is anything constructed or erected, having location on the ground or attached to something having location on the ground.

"STRUCTURAL ALTERATION" is any change in the supporting members of a building, such as bearing walls, columns, beams or girders.

SEC. 7-1.01 (s) "USE" is the purpose to which a building or structure or land or anything on land, may be put.

SEC. 7-1.01 (t) "YARD" is an open space on the same lot with a building, unoccupied and unobstructed from the ground upward, and shall be a front yard, a rear yard, or a side yard.

"YARD, FRONT" is a yard extending across the front of the lot between the inner side yard lines. A front yard shall have a depth equal to the shortest distance between the building and the front lot line.

"YARD, REAR" is a yard between the building and the rear lot line and extending across the full width of the lot. A rear yard shall have a depth equal to the shortest distance between the building and the rear lot line.

"YARD, SIDE" is a yard between the building and the side lot line and extending from the street line to the rear yard. A side yard shall have a width equal to the shortest distance between the building and the side lot line.

1981
ORDINANCE
11010
1/21/75

CITY DEPARTMENT OF BUILDING AND HOUSING, OAKLAND, CALIFORNIA
APPLICATION FOR REPORT OF RESIDENTIAL BUILDING RECORD

Sections 186, 188, and 189.3 of Ordinance, Housing Code
PLEASE INCLUDE FEE AT TIME OF APPLICATION

Please TYPE or PRINT all information

DEPARTMENT USE ONLY

1. Address of RESIDENTIAL BUILDING to be Reported on is: 2319-2321 E. 14th St. "Victoria Hotel"
(This application is for one Residential Building only.)

2. Name of Owner: John J. Fertigation and Walter Lorenzo
Address: 2319-2321 E. 14th St. Oakland, California

3. Name of Applicant: Martin Woods Realty
(Name of authorized Agent or Clerk)

4. Total number of Habitable Buildings on Premises: 1 5. Total Number of Accessory Buildings on Premises: 0

6. Existing Basement or Cellar Yes No Habitable Basement or Cellar Yes No
Existing Attic Yes No Habitable Attic Yes No

7. Building type (wood frame, stucco, brick, etc.) brick frame 8. Number of Stories: 3

9. Building type (wood frame, stucco, brick, etc.) brick frame 10. Owner occupied Yes No

11. Number of Dwelling Units or Apartments: 15 Number of Housekeeping Units: 300
(including and including in and repair)

12. Number of Hotel or Sleeping Rooms: 30 TOTAL Number of Kitchens: 15

13. TOTAL Number of Habitable Rooms (Exclude bath, toilet, laundry, utility rooms and closets): 24

Report Number 17591
Date Submitted JAN 21 1975
Fee Receipt No. _____
Date Completed _____
By _____

14. CERTIFICATE

I certify that I am the APPLICANT named herein and I have been duly sworn with the Residential Building with respect to procuring and filing this application and the correct facts contained are to all respects true and accurate to the best of my knowledge and belief.

Date: JANUARY 21, 1975 Signature: [Signature]

Telephone No. 438-2376 Mailing Address: 2319 - 14th St., Oakland, Ca., 94612
Number Street

City _____ State _____

DELETED FINANCIAL STATEMENTS

<u>ACCOUNT</u>	<u>DATE</u>	<u>DEBIT NO.</u>	<u>DATE</u>
	මෙහිලියා මධ්‍ය-විද්‍යා පාලන	19000	5/2/60
	මෙහිලියා මධ්‍ය-විද්‍යා, විද්‍යා-පාලන විද්‍යාලයේ සභාපති	20000	5/7/60
2227	ආදායම මධ්‍ය-විද්‍යා, පාලන-පාලන, මධ්‍ය-විද්‍යාලයේ සභාපති	Δ79224	10/24/60
2228	ආදායම	Δ229**8	1/2/67
2229	පිරිස	Δ22090	4/26/60
2230	ආදායම	Δ90000	12/2/60
2237-28	පිරිස	00011	6/20/49
2238	අදායම	010220	7/1/67
2239-29	පිරිස	046222	7/2/60
2239	විද්‍යාලය	034007	4/10/60
2240	විද්‍යාලය පාලන පාලන	000007	11/2/60
2240	පිරිස	000009	6/1/60
2240	පිරිස	01000	3/3/61
2249	Alteration	036448	12/9/66
2249	Fire Repairs	045829	11/26/68

Alameda CITY DEPARTMENT OF BUILDING AND HOUSING, OAKLAND, CALIFORNIA
 APPLICATION FOR REPORT OF RESIDENTIAL BUILDING RECORD

41010

Sections 101, 102 and 103 of Oakland Housing Code
 PLEASE INCLUDE FEE AT TIME OF APPLICATION

Please TYPE or PRINT all information

1. Address of RESIDENTIAL BUILDING to be Reported on is: 2319-2321 E. 14th St. "Mitchell Hotel"
(This application is for one Residential Building only)

2. Name of Owner: Pete J. Yurturico and Mateo Boranzo
 Address: 2319-2321 E. 14th St., Oakland, California

3. Name of Applicant: Rockin B Wood Realty
(shall be a Licensed Agent or Co-Agent)

4. Total number of Habitable Buildings on Premises: one 5. Total Number of Accessory Buildings on Premises: Yes

6. Existing Basement or Cellar Yes No 7. Habitable Basement or Cellar Yes No 8. Number of Stories: 3
 Existing Attic Yes No Habitable Attic Yes No

9. Building type (wood frame, stucco, brick, etc.): wood/frame/tile 10. Owner occupied Yes No

11. Number of Dwelling Units or Apartments: 16 Number of Housekeeping Units: one (Manager's)
(counting and sleeping in one room)

12. Number of Hotel or Sleeping Rooms: 16 TOTAL Number of Kitchens: one

13. TOTAL Number of Habitable Rooms (Exclude bath, toilet, laundry, utility rooms and closets): 34

DEPARTMENT USE ONLY

Report Number: 17591

Date Submitted: Jan. 27, 1976

Fee Receipt No.: 17591

Date Completed: Feb. 3, 1976

By: Nyann Cater

14. CERTIFICATE
 I certify that I am the APPLICANT named hereon, that I have formalized myself with the Residential Building Code and asked to prepare and issue this application and the owners herein certified and in all respects true and accurate to the best of my knowledge and belief.

Date: January 26, 1976 Signature: /s/ G. J. Martin

Telephone No.: 832-2075 Mailing Address: 308 - 13th St.,
Number Street
Oakland 94612 Calif.,
City Zone State

PLEASE DO NOT WRITE BELOW THIS LINE (Department use only). PLEASE LEAVE FORM INTACT WITH CARBONS

REPORT OF RESIDENTIAL BUILDING RECORD

This is a report to be completed for Residential Building (applies with no application to rest of the City and only for the Report on of the DATE COMPLETED shown above)

1. Report on Residential Building Located at: 2319/21 - East 14th Street

2. Zone District: C-50 Fire District: 3 3. Date of Original Building Construction: See attachment
Type

4. Original Occupancy or Use: One-story store, One-story, Eight-room stores and dwelling

5. Building Permits Issued: Permit No. _____ Date _____ 6. Special Conditions (Variances, etc.): NONE Date _____
 _____ Date _____
 _____ Date _____
 _____ Date _____

SEE ATTACHMENT

7. Survey on File No. Yes Plans in File No. Yes

8. Certificate of Occupancy Issued: No Yes Date _____ Number _____

9. Total Number of Habitable Buildings on Premises: One (compare with Item No. 4 of Application)

10. Total Number of Accessory Buildings on Premises: None (compare with Item No. 5 of Application)

11. TOTAL Number of Habitable Rooms: 8 - In connection with stores
7 - In dwelling in rear (compare with Item 13 of Application)

12. City License Issued No. Yes For: Hotel

CAUTION: A license issued shall not be construed to make a building a separate Residential Building or that Residential Building comply with all applicable laws of the City.

13. PRESENT AUTHORIZED OCCUPANCY OR USE (greater as ascertainable from City Records)

One-story, Store + One-story, Stores and Dwelling (8-rooms) + One-story, Seven rooms.

One family addition to rear of building.

The Bureau of Residential Building Records shall not be responsible for actions or omissions of licensees, licensees shall be held liable for the compliance or non-compliance of any laws or regulations of the City of Oakland and shall not be held liable for any violations of any applicable law or regulations of the City of Oakland. The Bureau of Residential Building Records shall not be held liable for any violations of any applicable law or regulations of the City of Oakland.

It shall be the responsibility of the applicant to see that the information given in this report is true and correct. If the applicant is not the owner of the building, the applicant shall be held liable for the information given in this report. The Bureau of Residential Building Records shall not be held liable for any violations of any applicable law or regulations of the City of Oakland.

HOUSING DIVISION OFFICIAL
 Nyann Cater

NO FEE

CITY OF LAND, OFFICE OF COMMUNITY DEVELOPMENT, HOUSING CONSERVATION Room 110
APPLICATION FOR REPORT OF RESIDENTIAL BUILDING RECORD City Hall

Sections 18B and 18C of Existing Housing Code

273-3381

PLEASE INCLUDE FEE AT TIME OF APPLICATION

Please TYPE or PRINT all information

DEPARTMENT USE ONLY

1. Address of RESIDENTIAL BUILDING to be Reported on is
 2-17 E. 1st St. Columbus, Ohio 43215
(This space is for use on Residential Building only)

2. Name of Owner: K. M. ...
 Address: ...

3. Name of Applicant: K. M. ...
(Name of individual agent or firm)

4. Total number of Habitable Buildings on Premises: 1

5. Total Number of Accessory Buildings on Premises: 1 + 2

6. Existing Basement or Cellar Yes No Habitable Basement or Cellar Yes No 8. Number of Stories: 3

Existing Attic Yes No Habitable Attic Yes No

9. Building type (wood frame, stucco, brick, etc.)

10. Owner occupied Yes No

11. Number of Dwelling Units or Apartments: 3

Number of Housekeeping Units: 1
(Cooking and sleeping in one room)

12. Number of Hotel or Sleeping Rooms: 3

TOTAL Number of Kitchens: 1

13. TOTAL Number of Habitable Rooms (Exclude bath, toilet, laundry, utility rooms and closets): 3

14. CERTIFICATE

I certify that I am the APPLICANT named herein, that I am a responsible owner with the residential building with respect to preparing and filing this application and the answers herein contained are in all respects true and accurate to the best of my knowledge and belief.

Date: 10-19-79

Signature: K. M. ...

Telephone No.: 261-1313

Mailing Address: 254 ...
 City: ... State: ...

CITY OF OAKLAND, OFFICE OF COMMUNITY DEVELOPMENT, HOUSING CONSERVATION
 APPLICATION FOR REPORT OF RESIDENTIAL BUILDING RECORD

Room 110
 City Hall
 277-3381

Sections 100, 100.1 and 100.2 of Oakland Housing Code

PLEASE INCLUDE FEE AT TIME OF APPLICATION

Please TYPE or PRINT all information

DEPARTMENT USE ONLY

1. Address of RESIDENTIAL BUILDING to be Reported on is: 2317 E 14th St, Oakland, California
(This application is for one Residential Building only)

2. Name of Owner: KUBERIAN, GUYA

Address: 2321 E 14th St, Oakland, California

3. Name of Applicant: Kushner, Gail
(Shall be authorized Agent or Owner)

4. Total number of Habitable Buildings on Premises: 1

5. Total Number of Accessory Buildings on Premises: 1 + 2

6. Existing Basement or Cellar Yes No 7. Habitable Basement or Cellar Yes No 8. Number of Stories: 3

Existing AHIC Yes No Habitable AHIC Yes No

9. Building type (wood frame, stucco, brick, etc.) wood frame

10. Owner occupied Yes No

11. Number of Dwelling Units or Apartments: 33 Number of Housekeeping Units: 0
(including sleeping in one room)

12. Number of Hotel or Sleeping Rooms: 35 TOTAL Number of Kitchens: 1

13. TOTAL Number of Habitable Rooms (Exclude bath, toilet, laundry, utility rooms and closets): 35

14. CERTIFICATE
 I certify that I am the APPLICANT named herein and I have taken the oath with the Bureau of Building with respect to preparing and filing this application, and the above facts contained are in all respects true and accurate to the best of my knowledge and belief.

Date: 6 Aug 1979 Signature: [Signature]

Telephone No. 415-261-1865 Mailing Address: 2321 E 14th St, Oakland, CA 94612

PILOT PLAN

Inspected No. R14441 Henry

P.O.K.

APPLICATION FOR A PERMIT TO
ALTER, REPAIR, ADD TO OR
WRECK A BUILDING

Case No. Permit

P.O.K.

Levi's Montl Owner

112 CENTRAL PRODUCTS CO. Contractor

Job Location No. 2321 E. 14th St

W.O.K.

Cost \$ 166.00 Per \$ 3.05

L.O.K.

Checking Fee Amount \$

Total Fee \$ 21.00

Cost of work to be checked before final log entry

PLASTER O.K.

Date 4/19/57

DINAL O.K.

Permit is hereby granted to alter, repair and
to or wreck the building or structure described in
this application in accordance with Ordinance
No. 5394 C.M.S. and all other Ordinances related
thereto in the City of Oakland, and to the satis-
faction of the Building Inspector.

Approved: LAVANCE A. LANE,
Building Inspector.

By: [Signature]

Case No. _____
Plan Com.

City Manager's
Permit _____

WRITE IN INK — FILE TWO COPIES

Application to Alter, Repair, Add to Or Wreck a Building
CITY OF OAKLAND, BUILDING DEPARTMENT

Number 2321 East 14th Street

1. Type of Building I, II, III, IV, V
2. Type of Occupancy A, B, C, D, E, F, G, H, I, J
3. City Zone A, B, C, D, E, F, G, H, I
4. Fire Zone 1, 2, 3, 4
5. If in Port Area, file three applications.
6. Present use of building Hot House Families _____ Rooms _____
(House, Dwelling, Apartment House, Hotel or other purposes)
7. Proposed use of Building Same Families _____ Rooms _____
(House, Dwelling, Apartment House, Hotel or other purposes)
8. State how many buildings now on lot and give use of each _____
(House, Dwelling, Apartment House, Hotel or other purposes)
9. Size of existing Building _____ Number of stories high 3

For Office Use Only

Sum 10-20-57

10. Describe briefly all proposed construction work:
Add one Accordion Type Fire Escape Ladder to Existing Fire Escape

	Footings: Width	Depth in Ground	Width of Wall	Mudall
1. Stairs	_____	_____	_____	_____
	_____	_____	_____	_____
Rafters	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

11. VALUATION OF PROPOSED WORK:
Including all labor and material and all permanent lighting, heating, ventilating, water supply, plumbing, fire sprinkler, electric wiring and elevator equipment therein or thereon. \$161.52
NOTE OF WORK TO BE CHECKED BEFORE FINAL INSPECTION

I hereby agree to save, indemnify and keep harmless the City of Oakland and its officers, employees and agents against all liabilities, judgments, costs and expenses which may in any wise accrue against the City in consequence of the granting of this permit or from the use or occupancy of any sidewalk, street or sub-sidewalk, or otherwise by virtue thereof, and will in all things strictly comply with the conditions under which this permit is granted.

Contractor (if any) M & S METAL PRODUCTS CO.
Street Fabricators
540 East 9th Highway
Alhambra 6, California
 Address _____
 Certified Architect _____ State License No. _____
 Licensed Engineer _____ State License No. _____

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City ordinances and State laws regulating building construction.
 Signature of _____
 Owner Luise Monti
 Address 10311 Birch ST
 Authorized Agent (initials)

Do not lath, sheath, or otherwise conceal any portion of walls or ceiling until the inspection card has been signed by the ELECTRICAL and PLUMBING INSPECTORS. Following the approval of the ELECTRICAL and PLUMBING INSPECTORS, call the BUILDING INSPECTOR before proceeding further with the work.

The Department will call up Telephone No. 434-2300 if any alterations or changes are necessary on the plans submitted.

CONTRACTOR'S STATE LICENSE No. 14073 AND CITY LICENSE No. 23676

If the work herein described is not commenced within one hundred twenty (120) days after the issuing of this permit, this permit becomes null and void as provided in Section 301.1 of Part I of Ordinance 5417 CALS.

CITY DEPARTMENT OF BUILDING AND HOUSING, OF ANIM, CALIFORNIA
 APPLICATION FOR REPORT OF RESIDENTIAL BUILDING RECORD

Sections 188, 190.7 and 198.1 of District Housing Code
 PLEASE INCLUDE FEE AT TIME OF APPLICATION

Please TYPE or PRINT all information

DEPARTMENT USE ONLY

1. Address of RESIDENTIAL BUILDING to be reported on is: 2311-2315-2317-2321-2323-2327 - East 14th Street
(This application is for one Residential Building only)

2. Name of Owner: Isabel Monts and Beida Monts
 Address: c/o 1350 - 7th Street, Oakland, California

3. Name of Applicant: Harold A. Schneider - Valva Realty Co. By H. Miller
(Must be authorized Agent)

4. Total number of Habitable Buildings on Premises: 1 5. Total Number of Accessory Buildings on Premises: 0

6. Existing Basement or Cellar Yes No 7. Habitable Basement or Cellar Yes No 8. Number of Stories: Duplex
 Existing Attic Yes No Habitable Attic Yes No

9. Building type (wood frame, stucco, brick, etc.) wood and stucco 10. Owner occupied Yes No

11. Number of Dwelling Units or Apartments: 2 in Duplex Number of Housekeeping Units: 0
(Cooking and sleeping in one room)

12. Number of Hotel or Sleeping Rooms: 4 TOTAL Number of Kitchens: 2 in Duplex

13. TOTAL Number of Habitable Rooms (Exclude bath, toilet, laundry, utility rooms and closets): 14 Hotel
0 Duplex
14 Total

14. CERTIFICATE

I certify that I am the APPLICANT named herein, that I have taken the interest in the Residential Building with responsibility and care, and that the information furnished here in all respects true and accurate to the best of my knowledge and belief.

Date: July 8, 19 61 Signature: /s/ Harold A. Schneider

Telephone No. GL 2-2317 Mailing Address: c/o 727 - 14th Street
Number Street
Oakland, California
City Zone State

PLEASE DO NOT WRITE BELOW THIS LINE (Department use only) PLEASE LEAVE FORM INTACT WITH CARBONS

REPORT OF RESIDENTIAL BUILDING RECORD

This report is to be completed for Residential Building compliance with all applicable laws of the City and only with the Report of the STATE COMPLETION shown above.

1. Report on Residential Building Located at: 2311 - 2327 - East 14th Street

2. Zone District: R Fire District: 4 3. Date of Original Building Construction: See attachment

4. Original Occupancy or Use: One-story store, One-story, eight-room store, and dwelling

5. Building Permits Issued: Permit No. _____ Date _____ 6. Special Conditions (Variances, etc.) _____ Date _____
 _____ Date _____
 _____ Date _____
SEE ATTACHMENT _____ Date _____
 _____ Date _____

7. Survey on File No Yes Plans in File No Yes

8. Certificate of Occupancy Issued No Yes Date _____ Number _____

9. Total Number of Habitable Buildings on Premises: One (compare with item No. 4 of Application)

10. Total Number of Accessory Buildings on Premises: None (compare with item No. 5 of Application)

11. TOTAL Number of Habitable Rooms: 8 - in connection with stores
7 - in dwelling in rear
(Compare with item 13 of Application)

12. City License Issued No Yes For: rooms
CAUTION: License issued must be returned to nearest District Supervisor, Building or City Department, Building Department with all applicable fees to the City.

13. PRESENT AUTHORIZED OCCUPANCY OF USE (insofar as ascertainable from City Records)
One-story store & One-story stores and dwelling (8-rooms) - One-story, seven-room, one-family addition to rear of building

HOUSING DIVISION OFFICIAL
 By B. Miller

DATE AND PAYMENT MADE

<u>ACCOUNT</u>	<u>DEBIT</u>	<u>DEBIT NO.</u>	<u>DATE</u>
	Original @no-00007 0000	19000	3/3/00
	Original @no-00007, 0000-0000 00000 and 000000	20000	0/7/10
2227	Admission @no-00007, 0000-0000, 0000-00000 000000	475214	10/24/00
2228	Admission	420000	1/3/07
2229	Admission	432000	0/20/00
2230	Admission	494437	4/10/04
2231	Admission	475214	12/2/00
2232-23	Admission	00511	0/20/00
2233	Admission	010520	7/1/07
2234-25	Admission	040321	7/3/00
2236	Admission	094437	4/10/04
2237	Admission	004447	11/2/00
2238	Admission	000400	0/1/00
2239	Admission	41431	3/3/01

CITY DEPARTMENT OF BUILDING AND HOUSING, OAKLAND, CALIFORNIA
 APPLICATION FOR REPORT OF RESIDENTIAL BUILDING RECORD

Sections 103, 103.1 and 103.2 of Oakland Housing Code
 PLEASE INCLUDE FEE AT TIME OF APPLICATION

Please TYPE or PRINT all information

1. Address of RESIDENTIAL BUILDING to be Reported on is:

2311-2315-2317-2321-2325-2327 - East 14th Street
(This block which is for one Residential Building only)

2. Name of Owner: John F. ...

Address: 83559 - 7th Street, Oakland, Calif.

3. Name of Applicant: John A. Sandoz - Valva Realty Co.
(shall be authorized Agent or Owner)

4. Total number of Habitable Buildings on Premises: 25

5. Total Number of Accessory Buildings on Premises: 0

6. Existing Basement or Celler Yes No Existing Attic Yes No

7. Habitable Basement or Celler Yes No 8. Number of Stories 2
1 story

9. Building type (wood frame, stucco, brick, etc.) wood + stucco

10. Owner occupied Yes No

11. Number of Dwelling Units or Apartments 34

Number of Housekeeping Units 0
(excluding and sleeping in car room)

12. Number of Hotel or Sleeping Rooms 34

TOTAL Number of Kitchens 34

13. TOTAL Number of Habitable Rooms (Exclude bath, toilet, laundry, utility rooms and closets) 34
9 in duplex } Total 43

14. CERTIFICATE

I certify that I am the APPLICANT named herein and I have familiarized myself with the Residential Building with respect to preparing and filing this application, that the answers herein contained are to all respects true and accurate to the best of my knowledge and belief.

Date JUL 6 19 61

Signature [Signature]

Telephone No. 02-2-7317

Mailing Address 8727 - 14th Street, Oakland, Calif.

City Zone State

DEPARTMENT USE ONLY

Report Number 11631

Date Submitted JUL 11 1961

Fee Receipt No. 42611

Date Completed JUL 13 1961

By [Signature]

<input type="checkbox"/> 1	100 - 711 - 12th Street, Oakland	(Lump)	\$5.00
<input type="checkbox"/> 2	100 - 711 - 12th Street, Oakland	(Lump)	\$5.00
			<hr/>
			\$10.00

VALVA REALTY • Leases • Real Estate • Loans • Property Management
 San Diego 4-7217

Oakland, California

Representative KSR. Reference Number 1511

BUILDING AND HOUSING DEPARTMENT

1. Address #1 2311 - 2327 - East 14th Street Date JUL 11 1961
Address #2 _____

2. Zone District F Fire District 6 Sanborn Map Number 717

3. Block Book # 10 Page 105 Lot # 24, 25, 26 Lot Size 88.74 x 5.0
Tract and Block 5-1000-100
Owner W. P. A. Survey Address 2311 - 2327 East 14th Street
Distance 14-162

4. W.P.A. Survey: Yr. Built _____ Type _____
Stories _____ Rooms _____ Families _____ Roomers _____ Bath _____ W.C. _____
Garages _____ Basement _____ Cellar _____ Attic _____ Accessory Bldg. _____

5. BOOK #1
Owner W. P. A. Survey Amount 11,300
15460 Date 5/1/60 For 15-100 **Finalled - Cancel**

Owner W. P. A. Survey Amount 12,250
20900 Date 9/7/60 For 15-100 **Finalled - Cancel**

BOOK #2
Owner J. K. Anderson Amount 1,000
13309 Date 1/9/60 For W. P. A. Survey **Finalled - Cancel**

Owner W. P. A. Survey Amount 1,000
15460 Date 2/26/60 For 15-100 **Finalled - Cancel**

Owner W. P. A. Survey Amount 1,000
15460 Date 4/16/60 For 15-100 **Finalled - Cancel**

CARDS
Owner W. P. A. Survey Amount 1,000
96511 Date 6/19/60 For W. P. A. Survey **Finalled - Cancel**

Owner W. P. A. Survey Amount 1,000
116328 Date 7/1/60 For W. P. A. Survey **Finalled - Cancel**

Owner W. P. A. Survey Amount 1,000
114600 Date 7/2/60 For W. P. A. Survey **Finalled - Cancel**

VARIANCES

Zoning # _____ Date _____ For _____
Building # _____ Date _____ For _____
Housing # _____ Date _____ For _____

7. Survey: Yes _____ No _____ Permit # _____ Plans in File: Yes _____ No _____
Permit No. _____

8. CERTIFICATE OF OCCUPANCY
Yes _____ No _____ Date _____ For _____

9. CITY LICENSE
Yes _____ No _____ Type _____ Date 1/3/60
Issued to _____ Address _____

10. ADDITIONAL INFORMATION _____

**CITY OF OAKLAND
BUILDING AND HOUSING DEPARTMENT - BUILDING DIVISION
INVESTIGATION REPORT FOR A CITY MANAGER PERMIT**

Address 2319 East 14th Street Date October 6, 1966
 Application by Eduardo F. Garcia Hearing October 19, '66
 Signed by Eduardo F. Garcia Address 2627 - 66th Avenue Phone No. NZ 8-9452
 To Operate Pool Room Original Occupancy Pool Hall
 Building Inspector L. S. Shaw
 Additional Information Change of Ownership

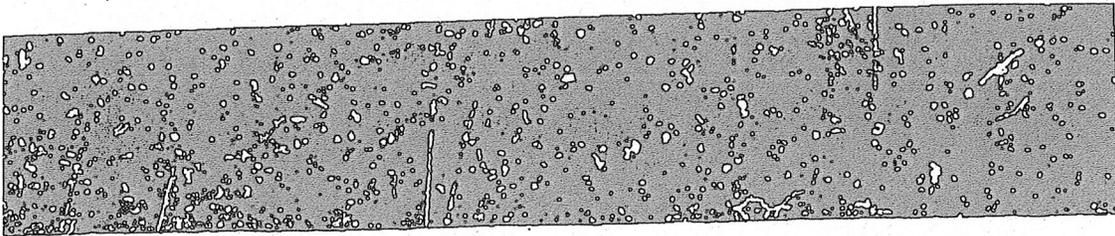
Zone Fire Zone Occupancy _____ Type _____ Stories _____ Map No. _____
 Exterior Walls _____ Roof Covering _____

SKETCH BELOW A PLOT PLAN OF THE PROPERTY, INCLUDING A FLOOR PLAN OF THE AREA IN QUESTION. PLAN TO INCLUDE THE FOLLOWING IN ADDITION TO OTHER PERTINENT INFORMATION.

1. Distance to property lines _____
2. Dimensions in exterior walls _____
3. Dimensions and swing of doors _____
4. Exit signs _____
5. Stairs _____
6. Size of rooms _____
7. Proposed use _____
8. Finish of walls and ceiling _____
9. Fixed seats _____
10. Basement _____
11. Cellar _____
12. Dimensions _____
13. Exits _____
14. Window Dimensions _____
15. Sprinklers _____



Fire Marshal's Report: OK
10-17-66 L. S. Shaw



CITY OF OAKLAND



CITY HALL • 14TH AND WASHINGTON STREETS • OAKLAND, CALIFORNIA 94612

Department of Public Works
Inspectional Services

PLEASE COMPLETE AND RETURN.

2319-21
E-14 1/2 ST
Address

Building Permit No. _____

D31664

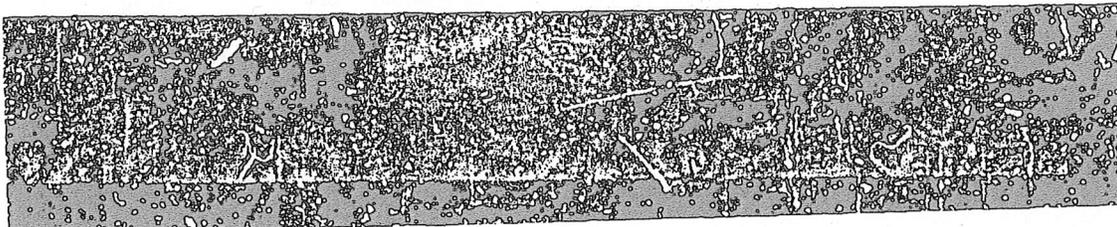
I understand that Section H-902 of the Oakland Housing Code requires installation of smoke detectors when alterations, repairs or additions having a valuation in excess of One Thousand (\$1,000.00) Dollars or Ten Thousand (\$10,000.00) Dollars in the case of transient guest rooms or hotels, or when one or more sleeping rooms are added or converted.

AD

I hereby certify that smoke detectors (have been) (will be) installed at the above address in accordance with Section H-902 of the Oakland Housing Code.

Thomas Rando
(Contractor) (Owner) (Agent)

1/17/84
(Date)



CITY DEPARTMENT OF BUILDING AND HOUSING, OAKLAND, CALIFORNIA
APPLICATION FOR REPORT OF RESIDENTIAL BUILDING RECORD

Sections 100, 100.1 and 100.2 of Oakland Planning Code
 PLEASE INCLUDE FEE AT TIME OF APPLICATION

Please TYPE or PRINT all information

DEPARTMENT USE ONLY

1. Address of RESIDENTIAL BUILDING to be Reported on is:

Report Number 8560

2321 E. 14th Street

Date Submitted 12/24/81

(This application is for one Residential Building only)

2. Name of Owner: George M. Schiller & Margarita J. Schiller Fee Receipt No. 8560

Address: 2400 - 109th Avenue, Oakland, CA Date Completed 1/13/82

3. Name of Applicant: Agustin T. Gurula, Agent By T. Valino
(shall be authorized Agent or Owner)

4. Total number of Habitable Buildings on Premises: 3 5. Total Number of Accessory Buildings on Premises: 0

6. Existing Basement or Celler Yes No 7. Habitable Basement or Celler Yes No 8. Number of Stories 1
 Existing Attic Yes No Habitable Attic Yes No

9. Building type (wood frame, stucco, brick, etc.) WOOD FRAME 10. Owner occupied Yes No

11. Number of Dwelling Units or Apartments 0 Number of Housekeeping Units 0
(counting and sleeping in one room)

12. Number of Hotel or Sleeping Rooms 36 TOTAL Number of Kitchens 3

13. TOTAL Number of Habitable Rooms (Exclude bath, toilet, laundry, utility rooms and closets) 40

14. CERTIFICATE

I certify that I am the APPLICANT named herein, that I have familiarized myself with the Residental Building with respect to preparing and filing this application; that the person herein contained are in all respects true and accurate to the best of my knowledge and belief.

Date December 24, 1981

Signature (s) Agustin T. Gurula

Telephone No. 531-7000

Mailing Address 1451 Leimert Boulevard

Oakland 94602 CA
City Zone State

PLEASE DO NOT WRITE BELOW THIS LINE (Department use only) PLEASE LEAVE FORM INTACT WITH CARBONS

REPORT OF RESIDENTIAL BUILDING RECORD

This is NOT to be construed that Residential Building complies with all applicable laws of the City and only sets forth the Report as of the DATE COMPLETED shown above

1. Report on Residential Building located at 2311-2327 E. 14th Street

2. Zone District C-40 Fire District _____ 3. Date of Original Building Construction 1909 Type Store

4. Original Occupancy or Use 1-Story, Store

5. Building Permit Issued: Permit No. _____ Date _____ 6. Special Conditions (Variances, etc.) None Date _____
 Original 15860 Date 5/03/09
 Store/Rooms 20904 Date 9/07/10
 Addition 36465 Date 2/16/14
 Alteration A 23509 Date 1/23/22

7. Survey on File No Yes Plans in File No Yes

8. Certificate of Occupancy Issued No Yes Date _____ Number _____

9. Total Number of Habitable Buildings on Premises 1 (compare with item No. 4 of Application)

10. Total Number of Accessory Buildings on Premises 1 (compare with item No. 5 of Application)

11. TOTAL Number of Habitable Rooms 15 (compare with item 13 of Application)

12. City License Issued No Yes For _____

CAUTION: A license issued shall not be construed to give a permit to operate Residential Building or that Residential Building complies with all applicable laws of the City

13. PRESENT AUTHORIZED OCCUPANCY OR USE (insofar as ascertainable from City Records);

1-Story, Store & 1-Story, Stores & Dwelling, 8-Rooms + 1-Story, 7-Room, Single Chapter B Letter: September 2, 1980. Due Oakland Scavenger Company \$934.65. Family Addition to rear of building.

This Report of Residential Building Record shall not be construed as authority in violation, control, or of not voiding any of the provisions or requirements of any laws or ordinances of the City of Oakland nor shall this license prohibit, prohibit, or void any of the provisions or requirements of any laws or ordinances of the City of Oakland. This report contains information received as ascertainable from City Records.

It shall be unlawful for the owner, or the authorized agent of the owner, to file this Residential Building Record without first delivering to the Director this Report as Required by Building Records prior to the consumption of said the record. This card is for the OWNER'S INFORMATION.

Housing Division By: Assistant Housing Manager

CITY OF OAKLAND



CITY HALL • 13TH AND WASHINGTON STREETS • OAKLAND, CALIFORNIA 94612

Department of Public Works

Inspectional Services

February 2, 1982

Mr. Thomas Marshall
P. O. Box 5704
Concord, CA 94524

RE: 2321 East 14th Street

Dear Sir:

Building Permit No. D20150 was obtained from this Department for work at the subject premises. Building Inspector Don Bowen reports that the work has not been completed and finalized in our records. He further reports that no work has been performed for more than 120 days.

In accordance with Section 302(d) of the Oakland Building Code, your permit is hereby expired by limitation and is null and void. No work is to be performed until a new permit is obtained from this Department.

If there are any questions, feel free to call Building Inspector Bowen at 273-3441 between 8:00 and 9:00 A.M. any weekday.

Very truly yours,

PETER A. ORTOLJO
Supervising Building
Inspector

DON BOWEN
Building Inspector

PAG:DE/jhh

CITY OF OAKLAND



OFFICE OF COMMUNITY DEVELOPMENT • 1417 CLAY STREET • OAKLAND, CALIFORNIA 94612

George & Margarita Schiller
1531 Dianda Drive
Concord, CA 94601

Date 3/22/83
ADDRESS 2319/27 E. 14th Street
Occupancy R-1 Zone C-
Type V Stories 3

Dear Owners:

A survey inspection was completed on recently, by personnel of this Department on your property at 2319/27 E. 14th Street Oakland, California, being the 2 story, Type V, wood sided building on the front portion of the lot.

The survey revealed the existence of certain code violations which must be corrected. These violations are listed on the attached page(s) and are numbered (1) through 20. The survey should be discussed with your Housing Representative, Dante R. Cagawan, who may be reached at 273-3381 between the hours of 8 and 9 a.m. or 3:30 and 4:15 p.m., Monday through Friday. Our office is in Room 305, 1417 Clay Street. A progress check of your property will be made on 20 days, or soon thereafter.

As stated, deficiencies listed on the attached page(s) were noticed and must be corrected. Your attention is called to Section 211 of the Oakland Housing Code, which provides for your right to appeal to the Housing Advisory and Appeals Board. It is recommended that this matter be fully discussed with your Housing Representative, who can advise you on the procedure for a hearing before the Board.

Sincerely,

JULIUS F. THOMAS
Assistant Housing Manager

FCH:
Supervising Housing Representative

JFT:

Attachment

- cc: Rep.
- Building
- Plumbing
- Electrical
- Date

LIST OF VIOLATIONS

DATE: 3/22/83

ADDRESS: 2319/27 E. 14th Street

HSG REP: Dante R. Cagawan

I. Exterior

1. Eliminate the excessive accumulation of trash and debris at premises and maintain proper sanitation. Sec. II-515 (a) (b) OHC.
2. Provide, repair or replace the severely deteriorated rear stair components as necessary. Sec. II-601 (a) OHC, Sec. 101 (h), 301 (a) OEC. Note: Complete replacement of stair assembly requires permit.
3. Provide approve handrail for the front stair leading to the second floor and remove the broken door at its landing. Sec. II-803 (f) OHC. Sec. 101 (h) OEC.
4. Provide, repair or replace the broken and/or deteriorated window panes and sash at various locations and repauty as necessary. Sec. II-601 (a) OHC, Sec. 101 (h) OEC.
5. Provide or replace the missing and/or deteriorated ceiling covering in the driveway under permit. Sec. II-601 (a) OHC, Sec. 101 (h), 301 (a) OEC.
6. Provide proper combustion air vent for the water heater compartment. Sec. II-701 (a) OHC.
7. Remove the unapproved electrical wiring in the water heater compartment or rewire under permit. Sec. II-701 (b) OHC, Sec. 71 (a) OEC.
8. Provide approve temperature and pressure valve discharge line for the water heater and provide or replace the missing flue cap. Sec. II-523, II-701 (a) OHC.
9. Repair or replace the unapproved plumbing waste line and open waste line at the rear, the leaky plumbing fixture and the unapproved plumbing stack repair along the driveway under permit. Sec. II-523 OHC, Sec. 1203 OHC.

II. Public Area

10. Remove the iron grille door at the second floor and provide proper fire-resistive construction for the front stair enclosure under permit. Sec. II-805 (b) OHC, Sec. 301 (a) OEC.
11. Provide proper fire enclosure separating the first floor from the second floor, from the third and replace all sleeping room doors

List of violations 3/22/83
2319/27 E. 14th Street con't pg 2

- with 1-hr doors and maintain the required fire resistive construction or provide approved fire sprinkling system. Sec. II-805 (b) OHC, Sec. 301 (a) OBC. NOTE: Either correction requires permit.
12. Provide approved directional and exit signs in public hallways in approved locations with letter heights of not less than 5" with proper illumination. Sec. II-801 OHC.
 13. Properly mark public bathrooms for use of either (men/women), sex. Sec. II-502 (b) OHC.
 14. Provide waterproofed floor and wall covering for the water closet compartments and replace the severely worn out floor covering in the community kitchen. Sec. II-505 (e), II-601 (a) OHC, Sec. 104 (h) OBC.
 15. Replace the community kitchen sink drainboard with waterproofed material and cap off the unused flue opening. Sec. II-505 (c) II-701 (a) OHC.

III. Individual Units

16. Provide proper occupancy separation between the commercial units and the residential portion under permit. Sec. II-808 OHC, Sec. 104 (c) 301 (a) OBC.
17. Remove the unapproved electrical wiring, and fixtures in all units/sleeping rooms and rewire under permit. Sec. II-701 (b) OHC, Sec. 11 (a) OEC.
18. Provide, repair or replace the missing, deteriorated and/or defective electrical wiring and fixtures. Sec. II-701 (b) OHC.
19. Provide, repair or replace the missing and/or defective space heating system for each unit/sleeping rooms. Sec. II-701 (a) OHC, Sec. 1203 OPC.
20. Provide smoke detectors for each unit/sleeping room. Sec. II-902 OHC. NOTE: The third floor units/sleeping rooms is in the process of being rehabilitated. Secure the required permits. (Building, Electrical, Plumbing and Mechanical permits) and finalized same.

Certain areas were not open for inspection when this survey was made. Should any violations or deficiencies exist in these areas, they shall become a component part of this report and shall be corrected in an approved manner.

List of violations pg 3
con't 2319/27 E.14th Street

Your hereby notified to FIRST OBTAIN ANY REQUIRED PERMIT OR PERMITS to comply with the requirements of the Oakland Housing Code (OHC), Oakland Building Code (OBC) or Oakland Mechanical Code (OMC). The issuance of any permit for emergency repairs is in the interest of public health and safety and shall not be deemed or construed to be an approval of other violations of City Ordinances that may exist in this structure.

DC:dlb

0806848

A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)
[View notice](#)

Menu Reports Help

File Date: [09/23/2008](#)

Case Status: [No Violation Found](#)

Case Type: [Hotel Motel Registration](#)

Case Detail: [Detail](#)

Address: [2317 INTERNATIONAL BLVD](#)

Owner Name: [PATEL HASMUKH B & BHISMA](#)

Owner Address: [2321 INTERNATIONAL BL, OAKLAND, CA 946010000](#)

Case Name:

Violator Name: Please see the Case Summary page for a complete list of violators.

Parcel No: [020 010500202](#)

Contact Info:	Name	Organization Name	Contact Type	Rel
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Licensed Professionals Info:	Primary	License Number	License Type	Name
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Case Description: [ANNUAL DEEMED APPROVED INSPECTION - MITCHELL HOTELCONTATC: MGR. 510-261-3](#)

Total Fee Assessed: [\\$0.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status D
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[No Task](#)

Condition Status:	Name	Short Comments	Status	Ap
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[SRO Moratorium](#)

Applied

05/

[SRO](#)

Applied

05/

[Special paving restora...](#)

Applied

08/

Case Comments:	View ID	Comment	Dat
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PTS

[ANNUAL DEEMED APPROVED INSPECTION - MITCHELL HO...](#)

09/

PTS

[ANNUAL DEEMED APPROVED INSPECTION - MITCHELL HO...](#)

09/

Initiated by Product:

Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status
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Resulted Inspections:	Inspection Type	Inspection Date	Inspector	Status
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Attach 4F

0905904

A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)
[View notice](#)

[Menu](#) [Reports](#) [Help](#)

File Date: [09/24/2009](#)

Case Status: [Abated](#)

Case Type: [Hotel Motel Registration](#)

Case Detail: [Detail](#)

Address: [2317 INTERNATIONAL BLVD](#)

Owner Name: [PATEL HASMUKH B & HASMUKHBHAI B](#)

Owner Address: [2321 INTERNATIONAL BLVD, OAKLAND, CA 946010000](#)

Case Name:

Violator Name: Please see the Case Summary page for a complete list of violators.

Parcel No: [020 010500202](#)

Contact Info:	Name	Organization Name	Contact Type	Rel
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Licensed Professionals Info:	Primary	License Number	License Type	Name
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Case Description: [ANNUAL DEEMED APPROVED INSPECTION - MITCHELL HOTELCONTACT: MGR. 510-261-3](#)

Total Fee Assessed: [\\$0.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status D
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[No Task](#)

Condition Status:	Name	Short Comments	Status	Ap
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[SRO Moratorium](#)

Applied

05/

[SRO](#)

Applied

05/

[Special paving restora...](#)

Applied

08/

Case Comments:	View ID	Comment	Dat
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PTS

[|Mailed Notice of Inspection today via regular ...](#)

01/

PTS

[ANNUAL DEEMED APPROVED INSPECTION - MITCHELL HO...](#)

09/

PTS

[ANNUAL DEEMED APPROVED INSPECTION - MITCHELL HO...](#)

09/

Initiated by Product:

Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status
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Resulted Inspections:	Inspection Type	Inspection Date	Inspector	Status
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Inspection Type	Inspection Date	Inspector	Status
<u>Frame</u>	12/03/2009	Robert Walker	Inspectic
<u>Frame</u>	12/02/2009	Robert Walker	Inspectic
<u>OHC - BUILDING</u>	11/25/2009	Robert Walker	Complain
<u>OHC - BUILDING</u>	11/19/2009	MARTIN FLORES	Substant
<u>OHC - BUILDING</u>	11/18/2009	Robert Walker	Inspectic

1006254 - Enforcement Record

A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)

[View notice](#)

[Menu](#) [Reports](#) [Help](#)

File Date: [10/06/2010](#)

Case Status: [Abated](#)

Case Type: [Housing Habitability Complaint](#)

Case Detail: [Detail](#)

Address: [2317 INTERNATIONAL BLVD](#)

Owner Name: [PATEL HASMUKH B & HASMUKHBHAI B](#)

Owner Address: [2321 INTERNATIONAL BLVD, OAKLAND, CA 946010000](#)

Case Name: [Enforcement Record](#)

Violator Name: Please see the Case Summary page for a complete list of violators.

Parcel No: [020 010500202](#)

Contact Info:	Name	Organization Name	Contact Type	Rel
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Licensed Professionals Info:	Primary	License Number	License Type	Name
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Case Description: [ANNUAL DEEMDED APPROVED INSPECTION. MITCHELL HOTEL261-3807 OR 648-4598](#)

Total Fee Assessed: [\\$0.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status D
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- [Case Intake](#)
- [Courtesy Letter](#)
- [1st Inspection](#)
- [Letter of Violation](#)
- [Follow-up Inspection](#)
- [Compliance Plan](#)
- [Sub-Standard](#)
- [Hearing](#)
- [Bid Package Preparation](#)
- [Cleanup Process](#)
- [Case Status](#)

Condition Status:	Name	Short Comments	Status	Ap
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- | | | | | |
|--|---|--|---------|-----|
| | SRO Moratorium | | Applied | 05/ |
| | SRO | | Applied | 05/ |
| | Special paving restora... | | Applied | 08/ |

Case Comments:	View ID	Comment	Date
	PTS	<u>ANNUAL DEEMDED APPROVED INSPECTION. MITCHELL HO...</u>	10/
	PTS	<u>ANNUAL DEEMDED APPROVED INSPECTION. MITCHELL HO...</u>	10/

Initiated by Product:

Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status
Resulted Inspections:	<u>1st Inspection</u>	12/01/2010	Wing Loo	Violation
	<u>1st Inspection</u>	11/18/2010	Wing Loo	Violation
	<u>1st Inspection</u>	11/10/2010	Wing Loo	No Entry

1205748 - Enforcement Record

A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)
[View notice](#)

Menu Reports Help

File Date: [10/25/2012](#)

Case Status: [Abated](#)

Case Type: [Housing Habitability Complaint](#)

Case Detail: [Detail](#)

Address: [2317 INTERNATIONAL BLVD](#)

Owner Name: [PATEL HASMUKH B & HASMUKHBHAI B](#)

Owner Address: [2321 INTERNATIONAL BLVD, OAKLAND, CA 946010000](#)

Case Name: [Enforcement Record](#)

Violator Name: Please see the Case Summary page for a complete list of violators.

Parcel No: [020 010500202](#)

Contact Info:	Name	Organization Name	Contact Type	Rel
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Licensed Professionals Info:	Primary	License Number	License Type	Name
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Case Description: [ANNUAL DEEMED APPROVED HOTEL/MOTEL INSPECTIONDEEMED APPROVED ANNUAL I](#)

Total Fee Assessed: [\\$0.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status D
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- [Case Intake](#)
- [Courtesy Letter](#)
- [1st Inspection](#)
- [Letter of Violation](#)
- [Follow-up Inspection](#)
- [Compliance Plan](#)
- [Sub-Standard](#)
- [Hearing](#)
- [Bid Package Preparation](#)
- [Cleanup Process](#)
- [Case Status](#)

Condition Status:	Name	Short Comments	Status	Ap
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	SRO Moratorium		Applied	05/
	SRO		Applied	05/
	Special paving restora...		Applied	08/

Case Comments:	View ID	Comment	Date
	PTS	<u>ANNUAL DEEMED APPROVED HOTEL/MOTEL INSPECTION D...</u>	10/

Initiated by Product:

Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status
Resulted Inspections:	<u>1st Inspection</u>	11/19/2012	Wing Loo	Violation
	<u>1st Inspection</u>	11/13/2012	Wing Loo	No Entry

1402615

A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)

[View notice](#)

[Menu](#) [Reports](#) [Help](#)

File Date: [07/10/2014](#)

Case Status: [Closed](#)

Case Type: [Housing Habitability Complaint](#)

Case Detail: [Detail](#)

Address: [2317 INTERNATIONAL BLVD](#)

Owner Name: [PATEL HASMUKHBHAI B & LEVA RASHMIKA](#)

Owner Address: [2321 INTERNATIONAL BLVD, OAKLAND, CA 946011018](#)

Case Name:

Violator Name: Please see the Case Summary page for a complete list of violators.

Parcel No: [020 010500202](#)

Contact Info:	Name	Organization Name	Contact Type	Rel
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Licensed Professionals Info:	Primary	License Number	License Type	Name
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Case Description: [DEEMED APPROVED INSPECTION](#)

Total Fee Assessed: [\\$0.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status D
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- [Case Intake](#)
- [Courtesy Letter](#)
- [1st Inspection](#)
- [Letter of Violation](#)
- [Follow-up Inspection](#)
- [Compliance Plan](#)
- [Sub-Standard](#)
- [Hearing](#)
- [Bid Package Preparation](#)
- [Cleanup Process](#)
- [Case Status](#)

Condition Status:	Name	Short Comments	Status	Ap
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- | | | | | |
|--|---|--|---------|-----|
| | SRO Moratorium | | Applied | 05/ |
| | SRO | | Applied | 05/ |
| | Special paving restora... | | Applied | 08/ |

Case Comments:	View ID	Comment	Date	
	AMEEKINS	<u>NOTICE OF INSPECTION- HOTEL/MOTEL ROOMING HOUSE...</u>	12/	
Initiated by Product:	AV360			
Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status
Resulted Inspections:	Inspection Type	Inspection Date	Inspector	Status

1603874

A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)

[View notice](#)

[Menu](#) [Reports](#) [Help](#)

File Date: [10/07/2016](#)

Case Status: [Non-Actionable](#)

Case Type: [Housing Habitability Complaint](#)

Case Detail: [Detail](#)

Address: [2317 INTERNATIONAL BLVD](#)

Owner Name: [PATEL HASMUKHBHAI B & LEVA RASHMIKA](#)

Owner Address: [2321 INTERNATIONAL BLVD, OAKLAND, CA 946011018](#)

Case Name:

Violator Name: Please see the Case Summary page for a complete list of violators.

Parcel No: [020 010500202](#)

Contact Info:	Name	Organization Name	Contact Type	Rel
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Licensed Professionals Info:	Primary	License Number	License Type	Name
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Case Description: [ANNUAL DEEMED APPROVED INSPECTION](#)

Total Fee Assessed: [\\$0.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status D
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- [Case Intake](#)
- Courtesy Letter
- 1st Inspection
- Letter of Violation
- Follow-up Inspection
- Compliance Plan
- Sub-Standard
- Hearing
- Bid Package Preparation
- Cleanup Process
- Case Status

Condition Status:	Name	Short Comments	Status	Ap
-------------------	------	----------------	--------	----

- | | | | | |
|--|---|--|---------|-----|
| | SRO Moratorium | | Applied | 05/ |
| | SRO | | Applied | 05/ |
| | Special paving restora... | | Applied | 08/ |

Case Comments:	View ID	Comment	Date
	HBARRON	11/29/16 : met the owner of the hotel and found...	11/
	SBROWN	OWNERSHIP VERIFIED THROUGH COUNTY ASSESSOR, NOT...	10/

Initiated by Product: AV360

Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status
Resulted Inspections:	Inspection Type	Inspection Date	Inspector	Status
	<u>1st Inspection</u>	11/29/2016	Hugo Barron	No Viola

ZC170666

A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)

[View notice](#)

[Menu](#) [Reports](#) [Help](#)

File Date: [03/16/2017](#)

Application Status: [Void](#)

Application Detail: [Detail](#)

Application Type: [Zoning Clearance](#)

Address: [2317 INTERNATIONAL BLVD](#)

Owner Name: [PATEL HASMUKHBHAI B & LEVA RASHMIKA](#)

Owner Address: [2321 INTERNATIONAL BLVD, OAKLAND, CA 946011018](#)

Application Name:

Parcel No: [020 010500202](#)

Description of Work: [*VOID by ABR/NOT REQUIRED FOR RENTALPROPERTY* to establish an existing three-story r](#)

Contact Info:	Name	Organization Name	Contact Type	Rel
	Ana Siu		Applicant	

Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$0.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status D
	Application Intake		Ready for Pa...	03/16/20
	Closure		Paid and App...	03/16/20

Condition Status:	Name	Short Comments	Status	Ap
	SRO Moratorium		Applied	05/
	SRO		Applied	05/
	Special paving restora...		Applied	08/

No record(s) updated by expression.

Custom Fields: [PLN_ZC](#)

APPLICATION QUESTIONS

Proposed Hours 44/7	Number of Employees 4
Home Occupation No	Include Manufacturing No
New or Modified Sign No	Changes to Building No

ADDITIONAL QUESTIONS

Year of Construction	Floor Level
-	-
Suite Number	Square Footage
-	-

PROPERTY INFORMATION

Zoning <u>CN-3</u>	General Plan Designation <u>Neighborhood Center Mixed Use</u>
Service District	Council District
-	-

IMPACT FEE

	Transportation Impact Fee <u>No</u>
Capital Improvements Impact Fee <u>No</u>	Job Impact Fee <u>No</u>

USE INFORMATION

Use Classification Use Type Use Section

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee
No

Initiated by Product: AV360

ZC190743 - ZC for transitional housing services at 2321 Intl. Blvd. (CN-3)

A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)

[View notice](#)

[Menu](#) [Reports](#) [Help](#)

File Date: 04/04/2019

Application Status: Approved

Application Detail: Detail

Application Type: Zoning Clearance

Address: 2321 International BLVD

Owner Name: PATEL HASMUKHBHAI B & LEVA RASHMIKA

Owner Address: 2321 INTERNATIONAL BLVD, OAKLAND, CA 946011018

Application Name: ZC for transitional housing services at 2321 Intl. Blvd. (CN-3)

Parcel No: 020 010500202

Description of Work: Update 7/3/2019 - RESCISSION letter issued (see Documents) ZC for transitional housing service

Contact Info:	Name	Organization Name	Contact Type	Rel
	<u>LJ Jennings</u>	<u>Kingdom Builder...</u>	Applicant	

Job Value: \$0.00

Total Fee Assessed: \$56.23

Total Fee Invoiced: \$56.23

Balance: \$0.00

Workflow Status:	Task	Assigned To	Status	Status D
	<u>Application Intake</u>		Ready for Pa...	04/04/20
	<u>Closure</u>		Paid and App...	04/04/20

Condition Status:	Name	Short Comments	Status	Ap
	<u>SRO</u>		Applied	05/
	<u>Special paving restora...</u>		Applied	08/

Custom Fields: PLN_ZC

APPLICATION QUESTIONS

<u>Proposed Hours</u> 9 am - 5 pm	<u>Number of Employees</u> 1
--------------------------------------	---------------------------------

<u>Home Occupation</u> No	<u>Include Manufacturing</u> No
------------------------------	------------------------------------

<u>New or Modified Sign</u> No	<u>Changes to Building</u>
-----------------------------------	----------------------------

ADDITIONAL QUESTIONS

Year of Construction	Floor Level
-	-
Suite Number	Square Footage
-	<u>11000</u>

PROPERTY INFORMATION

Zoning	General Plan Designation
-	-
Service District	Council District
-	-

IMPACT FEE

	Transportation Impact Fee
	<u>No</u>
Capital Improvements Impact Fee	Job Impact Fee
<u>No</u>	<u>No</u>

USE INFORMATION

Use Classification	Use Type	Use Section
<u>Facility</u>		<u>Residential 17.10.116 Transitional...</u>

IMPACT AFFORDABLE HOUSING

Affordable Housing impact Fee
No

Initiated by Product: AV360

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 2114 • OAKLAND, CALIFORNIA 94612

Planning and Building Department

(510) 238-3911

Bureau of Planning

FAX (510) 238-4730

TDD (510) 238-3254

July 2, 2019

Pastor LJ Jennings

pastorlj@kingdombuilderscf.org

Subject: 2321 International Blvd. (APN: 020-0105-002-02)

Dear Pastor Jennings:

Upon audit of recent Zoning Clearances issued by the City of Oakland, it has come to staff's attention that ZC190743 was granted in error on April 4, 2019 for: "ZC for transitional housing services at 2321 Intl. Blvd. (CN-3)" at the address listed above. This property has been preliminarily identified as a Residential Hotel, as defined in Oakland Municipal Code (OMC) 17.153.020 and therefore, pursuant to OMC 17.153.060(B), a written determination by the Planning Director should first be in place in order for a zoning clearance for Transitional Housing to be issued, and staff therefore erred. The following are relevant Planning Code excerpts (with underline emphasis added) that prescribe the determination requirement and that provide a definition of Transitional Housing:

17.153.060 Exceptions to the restrictions and Conditional Use Permit requirements Upon the granting of a written determination by the Director, the following are not subject to the restrictions set forth in Section 17.153.040 nor do they require the granting of a Conditional Use Permit as set forth in Section 17.153.050; all other local, state, federal requirements set forth in other Chapters of Title 17 shall still apply; and the requirements shall still apply:

B. Any Residential Hotel that is converted to a Transitional Housing Activity, as defined in Oakland Municipal Code 17.10.116 and per State of California Government Code 65582.

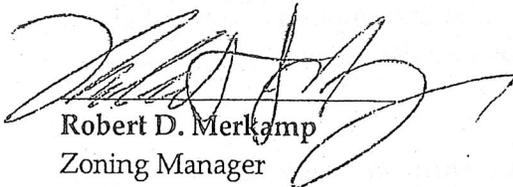
17.10:116 Transitional Housing Residential Activities. Transitional Housing Residential Activities (per State of California Government Code 65582(h), as may be

amended) include housing configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six (6) months from beginning of assistance.

The purpose of the determination will be to (1) ascertain that the property has all the necessary licenses and meets all requirements to operate as Transitional Housing, and (2) that the proposal to operate as Transition Housing meets the intent of the Residential Hotel Regulations ordinance (Chapter 17.153 of the Planning Code). Until a determination is received, the property cannot operate as Transitional Housing and no building permits will be issued. We recommend you apply for a determination as soon as possible, by completing the attached form, articulating how the proposal for Transitional Housing at this location meets the two purposes described above, and paying the application fee of \$473.92. Alternately, you may cease the activity. If the determination is granted, the original zoning clearance permit will be reinstated without additional payment. If the determination is not granted or you are no longer interested in reinitiating the activity, you may request a refund of the zoning clearance fees (see attached form), since it was issued in error. Please indicate your intended course of action at your earliest convenience. Staff apologizes for any inconvenience.

Please feel free to contact Aubrey Rose, AICP, Zoning Counter Supervisor at arose@oaklandca.gov or (510) 238-2071 with questions about the permit process or Christina Ferracane, Planner III at cferracane@oaklandca.gov or (510) 238-3903 with any questions about the Residential Hotel regulations.

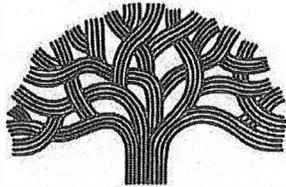
Sincerely,


Robert D. Merkamp
Zoning Manager

Attachments (2):

- Basic Application for Zoning Review
- Refund Request

Cc: Tim Low, Bureau of Building
Dave Harlan, Bureau of Building
Hasmukhbhai B. Patel & Rashmika Leva



CITY OF OAKLAND

RESIDENTIAL HOTEL INITIAL USAGE REPORT

Planning and Building Department

250 Frank H. Ogawa Plaza

2nd Floor, Suite 2114

Oakland, CA 94612

Tel (510)238-3911

Fax (510)238-4730

Instructions

As established by Ordinance No. 13509 C.M.S., properties preliminarily identified as Residential Hotels must file an Initial Usage Report. Please submit this Initial Usage Report form along with required supplemental documents in person to the Zoning Permit Counter on the 2nd floor of 250 Frank H. Ogawa or via mail to the Planning and Building Department by **the deadline in your notification letter**. If more space is needed than the form provides, additional pages may be attached. Please include the payment of fees (\$473.92) required to process the Initial Usage Report. In order to make the necessary determinations and verify information provided, the City also reserves the right to do inspections of the property, subject to the applicable fees.

1. GENERAL INFORMATION	
Name of Applicant:	Contact Number:
Mailing Address:	Email Address:
Site Address:	
Site Assessor's Parcel Number:	
<i>Office Use Only</i>	
<i>Receive Date:</i> _____	

Para un intérprete en español u otra ayuda, por favor envíe un correo electrónico cferracane@oaklandnet.com o llame al (510) 238-3903.

你需要手語, 西班牙語, 粵語或國語翻譯服務嗎? 請在會議前五個工作天電郵 dthai@oaklandnet.com 或致電 (510) 238-3584

2. PROPERTY OWNER AND APPLICANT INFORMATION

Owner: _____

Owner Mailing Address: _____

City/State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

To be completed only if Applicant is not the Property Owner:

I authorize the applicant indicated below to submit the application on my behalf. _____

Applicant (Authorized Agent), if different from Owner: _____

Applicant Mailing Address: _____

City/State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of determinations, as decided by the Planning and Building Director. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature above.

I certify that statements made to me about the time it takes to review and process this application are general. I am aware that the City has attempted to request everything necessary for an accurate and complete review of my proposal; however, that after my application has been submitted and reviewed by City staff, it may be necessary for the City to request additional information and/or materials. I understand that any failure to submit the additional information and/or materials in a timely manner may render the application inactive and that periods of inactivity do not count towards statutory time limits applicable to the processing of this application.

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT ALL THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

Signature of Owner or Authorized Agent

Date

3. INITIAL USAGE REPORT

The INITIAL USAGE REPORT shall be accompanied by evidence of legal status, as of December 13, 2016, such as:

- A certified copy of the property's tax returns
- Transient occupancy tax records
- Residential landlord tax records
- Planning and Building Permit records
- Alameda County Assessor records
- Floor plans (following standards described below)
- Other _____

Floor Plans must be submitted to confirm the number, location and size for the following facilities:

- a) Legal dwelling units, including their square footage and dimensions
- b) Communal facilities such as bathrooms, kitchens, laundry facilities or other shared amenities
- c) Ground floor commercial space and lobby area
- d) Number and location of private bathrooms
- e) Communal shower, toilet and sink facilities

Floor Plan Standards

- Two (2) stapled and folded sets of full-sized plans and Two (2) additional sets of reduced plans (11" x 17") are required for all applications and Two (2) electronic sets - one (1) low resolution and one (1) high resolution in PDF format. Fold plans to 9" x 12" maximum size. Plans must be on sheets no greater than 24" x 36".
- Include complete floor plan of all floors of entire building
- Label all rooms (e.g. bedroom, kitchen, bathroom), and include dimensions of room sizes.
- Show the location of all existing doors, windows, and walls.
- Include north arrow, date prepared, and scale.
- Acceptable drawing scales are: 1/4" = 1', 3/16" = 1', 1/8" = 1', and 1" = 10'. Other scales may be appropriate, but should be discussed with Planning staff before filing. Also, please limit the range of scales used, so Planning staff can more easily analyze your project in relation to adjacent properties.
- Include the name and phone number of person preparing the plan(s).

Summary of Characteristics of Property:

1. Number of Residential Hotel Rooming Units: _____
2. Total Number of Rooming Units with Private Bathrooms: _____
3. Number of Residential Hotel Efficiency Units: _____
4. Number of Commercial Hotel Units: _____
5. Number of Other Dwelling Units: _____
6. Total Number of Dwelling Units: _____
7. Total Number of Communal Bathroom Facilities: _____
8. Total Number of Communal Kitchen Facilities: _____

4. DEFINITIONS - Planning Code Section 17.153.020, 17.09, 17.10 (for reference)

"Commercial Activities" include the distribution and sale or rental of goods; the provision of services other than those classified as Civic Activities; and the administrative and research operations of private, profit-oriented firms, other than public utility firms. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

"Commercial Hotel" means a hotel that operates as a Commercial Activity, as defined in Section 17.10.260, which provides lodging to guests that is not used or is not intended to be used as a primary residence.

"Commercial Hotel Unit" means a Rooming Unit or Efficiency Unit, as defined in Section 17.09.040 of the Oakland Planning Code, that operates within a Commercial Hotel or has been granted a Conditional Use Permit for Conversion, as set forth in Section 17.153.050.

"Efficiency dwelling unit" means a dwelling unit containing only a single habitable room other than a kitchen, or containing a total of less than five hundred (500) square feet of floor area.

"Owner" means an owner of record of a Residential Hotel, or an entity or individual with a long-term lease or some form of equitable interest in a Residential Hotel.

"Permanent Residential Activities" include the occupancy of living accommodations on a thirty (30) days or longer basis, with none of the living units under the same ownership or management on the same lot being occupied on a shorter basis; but exclude institutional living arrangements other than state-licensed Residential Care Facilities for six (6) or fewer residents. However, such state-licensed Residential Care Facilities shall be subject to the three hundred (300) foot separation requirement in Section 17.103.010.B. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

"Residential Hotel" is defined in accordance with California Health and Safety Code Section 50519, and means any building built before 1960 containing six (6) or more Rooming Units, as defined in Section 17.09.040, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and where the entrances to the individual units are generally accessed via a shared lobby area. See also the process for Status Determination in Section 17.153.030. Any building or units that are constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

"Residential Hotel Unit" means a Rooming Unit or Efficiency Dwelling Unit, as those terms are defined in Section 17.09.040 of the Oakland Planning Code, intended or designed to be used, or which are used, rented, or hired out, to be occupied, or which are occupied, for sleeping purposes by guests, which is also the primary residence of those guests, and are located within a Residential Hotel. Any unit that is constructed to satisfy the requirements of Section 17.153.050(A) shall be subject to the provisions of this Chapter.

"Rooming Unit" means a room or suite of rooms, not including a kitchen, designed or occupied as separate living quarters, with or without common boarding provisions, but excluding such rooms where they accommodate a total of three (3) or fewer paying guests within a One Family Dwelling Residential Facility through the main portion of which access may be had to all such rooms; provided that in the case of student dormitories and similar group living arrangements, each two beds shall be deemed a rooming unit.

"Semi-Transient Residential Activities" include the occupancy of living accommodations partly on a thirty (30) days or longer basis and partly for a shorter time period, but with less than thirty percent (30%) of the living units under the same ownership or management on the same lot being occupied on a less-than-thirty (30) day basis; but exclude institutional living arrangements involving the provision of a special kind of care or forced residence, such as in nursing homes, orphanages, asylums, and prisons. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

"Transient Habitation Commercial Activities" include the provision of lodging services to transient guests on a less-than thirty (30) day basis, other than in the case of activities classified by Section 17.10.120 Semi-Transient Residential Activities or Section 17.10.125 Bed and Breakfast Residential Activities. Examples include hotels and motels. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Hasmukhbhai B Patel &
Rashmika Leva
1975 Mento Drive
Fremont, CA 94539**

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

X

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7009 1680 0001 1981 8401

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

571-62 (02/16)

Hasmukh
Rashmika
1975 Me
Fremont

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Postmark
Here

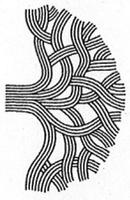
Total Postage & Fees: **Hasmukhbhai B Patel &
Rashmika Leva
1975 Mento Drive
Fremont, CA 94539**

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

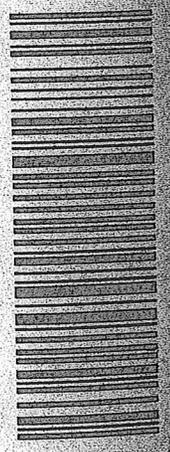
CITY OF OAKLAND
Planning and Building Department
Bureau of Planning
250 Frank H. Ogawa Plaza, Suite 2114
Oakland, CA 94612-2032



PS Form 3800, August 2006

See Reverse for Instructions

7009 1680 0001 1981 8401



CERTIFIED MAIL™

Attachment 5



CITY OF OAKLAND

APPEAL FORM

FOR DECISION TO PLANNING COMMISSION, CITY COUNCIL OR HEARING OFFICER

PROJECT INFORMATION

Case No. of Appealed Project: DET 190157
Project Address of Appealed Project: 2315 INTERNATIONAL BLVD, OAKLAND
Assigned Case Planner/City Staff: DANNY THAI / HEATHER KLEIN

APPELLANT INFORMATION:

Printed Name: H. PATEL R. LEVA Phone Number: 510 273 8880
Mailing Address: c/o SMITH LLP, 1611 TELEGRAPH AVE #210 Alternate Contact Number: 510 418 4942
City/Zip Code: OAKLAND CA 94612 Representing: PATEL / LEVA
Email: psmith@smithllpgroup.com

An appeal is hereby submitted on:

AN ADMINISTRATIVE DECISION (APPEALABLE TO THE CITY PLANNING COMMISSION OR HEARING OFFICER)

YOU MUST INDICATE ALL THAT APPLY:

- Denying an application for an Administrative Decision
Administrative Determination or Interpretation by the Zoning Administrator
Other (please specify) EXEMPTION

Please identify the specific Administrative Decision/Determination Upon Which Your Appeal is Based Pursuant to the Oakland Municipal and Planning Codes listed below:

- Administrative Determination or Interpretation (OPC Sec. 17.132.020)
Determination of General Plan Conformity (OPC Sec. 17.01.080)
Design Review (OPC Sec. 17.136.080)
Small Project Design Review (OPC Sec. 17.136.130)
Minor Conditional Use Permit (OPC Sec. 17.134.060)
Minor Variance (OPC Sec. 17.148.060)
Tentative Parcel Map (OMC Section 16.304.100)
Certain Environmental Determinations (OPC Sec. 17.158.220)
Creek Protection Permit (OMC Sec. 13.16.450)
Creek Determination (OMC Sec. 13.16.460)
City Planner's determination regarding a revocation hearing (OPC Sec. 17.152.080)
Hearing Officer's revocation/impose or amend conditions (OPC Sec. 17.152.150 &/or 17.156.160)
Other (please specify) EXEMPTION

(Continued on reverse)

(Continued)

A DECISION OF THE CITY PLANNING COMMISSION (APPEALABLE TO THE CITY COUNCIL) Granting an application to: OR Denying an application to:

YOU MUST INDICATE ALL THAT APPLY:

Pursuant to the Oakland Municipal and Planning Codes listed below:

- Major Conditional Use Permit (OPC Sec. 17.134.070)
- Major Variance (OPC Sec. 17.148.070)
- Design Review (OPC Sec. 17.136.090)
- Tentative Map (OMC Sec. 16.32.090)
- Planned Unit Development (OPC Sec. 17.140.070)
- Environmental Impact Report Certification (OPC Sec. 17.158.220F)
- Rezoning, Landmark Designation, Development Control Map, Law Change (OPC Sec. 17.144.070)
- Revocation/impose or amend conditions (OPC Sec. 17.152.160)
- Revocation of Deemed Approved Status (OPC Sec. 17.156.170)
- Other (please specify) _____

FOR ANY APPEAL: An appeal in accordance with the sections of the Oakland Municipal and Planning Codes listed above shall state specifically wherein it is claimed there was an error or abuse of discretion by the Zoning Administrator, other administrative decisionmaker or Commission (Advisory Agency) or wherein their/its decision is not supported by substantial evidence in the record, or in the case of Rezoning, Landmark Designation, Development Control Map, or Law Change by the Commission, shall state specifically wherein it is claimed the Commission erred in its decision. The appeal must be accompanied by the required fee pursuant to the City's Master Fee Schedule.

You must raise each and every issue you wish to appeal on this Appeal Form (or attached additional sheets). Failure to raise each and every issue you wish to challenge/appeal on this Appeal Form (or attached additional sheets), and provide supporting documentation along with this Appeal Form, may preclude you from raising such issues during your appeal and/or in court. However, the appeal will be limited to issues and/or evidence presented to the decision-maker prior to the close of the public hearing/comment period on the matter.

The appeal is based on the following: *(Attach additional sheets as needed.)*

SEE ATTACHED

Supporting Evidence or Documents Attached. *(The appellant must submit all supporting evidence along with this Appeal Form; however, the appeal will be limited evidence presented to the decision-maker prior to the close of the public hearing/comment period on the matter.)*

(Continued on reverse)

(Continued)

AP Smith for Smith LLP

1/27/2020

Signature of Appellant or Representative of
Appealing Organization

Attorneys for Patel / Leva ^{Date}

TO BE COMPLETED BY STAFF BASED ON APPEAL TYPE AND APPLICABLE FEE

APPEAL FEE: \$ _____

Fees are subject to change without prior notice. The fees charged will be those that are in effect at the time of application submittal. All fees are due at submittal of application.

Date/Time Received Stamp Below:

Below For Staff Use Only

Cashier's Receipt Stamp Below:

Attachment to Appeal by H. Patel and R. Leva

The appeal is based on the following:

1. The exemption was granted. Appellants relied on the exemption in entering into certain agreements relating to the Property. City later claimed that the exemption was granted in error.
2. The denial of the exemption constitutes a taking by the City without due process of law.
3. The current use of the Property is as semi-custodial transitional housing for formerly incarcerated individuals. It is not used or intended to be used as permanent housing.
4. The determinations by the City violate the Subdivision Map Act.
5. Evidence in support of all of these positions is in the possession of the City or are based on undisputed facts.

Attachment 6

TRANSITIONAL HOUSING PROGRAM

I. INTRODUCTION

The Contractor agrees to provide California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), with a Transitional Housing Program (THP) and all program services components in accordance with this Agreement and all applicable local, city, county and state statutes, regulations and ordinances.

The THP is a residential program that provides housing, meals, support services and resources, programming, and supervision in a safe, clean, drug-free environment. The THP focuses on a compilation of services that address each individual participant's needs. The goal of the THP is to assist parolees with life skills and successful reintegration back into the community.

The THP location will be identified upon award specified in Exhibit A-3, THP Location. The Contractor's facility shall be located within the required county and shall accommodate for up to the total number of participants listed on Exhibit B-1.1, Daily Bed Per Diem Rate Sheet.

The participant population served under the THP shall include, but not be limited to:

- a. Participants on active parole who have been referred by Division of Adult Parole Operations (DAPO) who have a need for transitional housing and/or reintegration services;
- b. Penal Code (PC) Section 290 registrants;
- c. Life Term Offenders (LTO) granted release from prison;
- d. Serious and violent offenders (e.g. PC Sections 1192.7 and 667.5); and
- e. Additional referrals deemed appropriate by DRP

Participants shall be housed for a placement of up to 180 calendar days based on assessed needs unless otherwise specified by the Board of Parole Hearings (BPH). Participants may be provided up to 185 additional days pursuant to individual needs and shall remain on active parole status while programming at the THP facility.

II. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall follow and adhere to all CDCR's rules and policies, including the California Code of Regulations (CCR), Title 15, Division 3, which can be found at <http://www.oal.ca.gov/ccr.htm>.
- B. The Contractor shall be required to provide a THP facility suitable for 24 - hour, seven days a week (including weekends and holidays) supervised housing for eligible participants.
- C. The Contractor shall have the ability to accommodate up to the total number of participants as listed on Exhibit B-1.1, Daily Bed Per Diem Rate Sheet, at any given time.
- D. The Contractor shall have in effect during the term of the contract:

- a. An approved Conditional Use Permit (CUP), from a local government agency.
- b. Or, a zoning letter issued from the municipality where the THP facility is located identifying zoning requirements.
- c. Or, documentation indicating the facility's proposed use is allowable under local jurisdiction.

CDCR shall determine if the CUP, zoning letter, or documentation provided is adequate in order for the Contractor to fulfill the terms of this agreement.

- E. The Contractor shall provide a Standard (STD) 850, Fire Safety Inspection Request or city/county equivalent, from the State Fire Marshal's Office or their designated local jurisdiction verifying that the Contractor's facility conforms to all existing life and safety requirements of the State Fire Advisory Board for the maximum occupancy of the facility. The maximum occupancy must be stated on the Fire Safety Inspection Request. The STD 850 must be current and valid and in effect during the term of the contract.
- F. The Contractor shall provide transportation for participants through the use of public and/or private transportation for program related activities. Public transportation must be located within one-half mile walking distance of the THP facility. Under no circumstances shall the Contractor provide monetary funds directly to parolees for transportation purposes.
- G. The Contractor shall furnish the THP facility with equipment and furnishings suitable to operate the program.
- H. The Contractor shall establish a trust fund on behalf of THP participants and ensure all participants save 75 percent of their net earnings once they become employed. If the participant is obligated to pay restitution, child support, or family support, the savings percentage may be reduced on a case-by-case basis upon approval of the DAPO Agent of Record (AOR). The Contractor will work with the DAPO AOR to ensure the identified financial obligation is being addressed by the parolee.
- I. The Contractor shall provide a drug-free work environment. All participants shall be required to participate in random breathalyzer and/or urinalysis testing for alcohol and drugs on a random basis and for probable cause if behavior exhibited is consistent with being under the influence.
- J. The Contractor must use an evidence-based assessment tool to determine the extent of the participant's specific program need and assist in the development of the Case Management Plan (CMP). This is defined as the secondary assessment. The Contractor shall ensure the selected assessment tool is comparable to the evidence-based assessment tools administered in prison (e.g. Texas Christian University [TCU], or equivalent). The assessment tool must be submitted to DRP Analyst(s) for CDCR review within thirty (30) days of contract award. CDCR will respond with a written approval or denial notice. If the proposed assessment tool is denied, Contractor must submit an alternative tool to CDCR for review within fifteen (15) days calendar days.

The Contractor shall be trained on implementation, interpretation and administration of their approved secondary assessment tool. The Contractor shall ensure the assessment results and its significance in developing the CMP are understood by staff.

- K. The Contractor shall develop a network of resources, including DRP programs, that benefit participant's progress toward community reintegration and sustainable permanent housing (e.g. mental health services, application assistance for health care coverage, housing assistance, participation in community service activities, employment services, and work wardrobe).
- L. The Contractor shall communicate with the DRP Program Analyst to assist the Contractor in implementation, problem solving and determining future performance objectives, as necessary.
- M. The Contractor shall maintain regular communication with the AOR and the participant, to share information regarding activities and to solicit participation in the development of the CMP.
- N. The Contractor shall comply with CDCR's incident reporting protocols. These protocols shall be provided by CDCR to the Contractor upon contract award.
- O. The Contractor shall submit physical and electronic copies of all curricula to the DRP Analyst(s) for CDCR approval, prior to use.
- P. The Contractor shall provide services that are LTO responsive and shall address LTO needs by: providing a structured environment, facilitating peer-driven support, address reintegration challenges, and linking LTOs to community resources. The Contractor shall also address LTO specific issues such as adapting to technological changes, developing pro-social networks, managing family dynamics, and dealing with the stigma of incarceration and crime.

Participants shall not be subject to any "blackout" periods or similar practices (e.g. restricting community leave passes, restricting phone access, limiting visits, etc.) as part of program intake or orientation. If a participant violates a rule during program intake or orientation, the Contractor shall adhere to their program protocols to address the violation.

III. ADMINISTRATIVE REQUIREMENTS

The Contractor is the organization that is identified on the Standard 204, Payee Data Record on file with CDCR, and is responsible for delivery of services. The Contractor shall ensure that the administrative integrity of the THP is maintained at all times in order to maintain adequate supervision. The following components must be incorporated into the scope of operations:

A. Organizational and Administrative Experience and Knowledge

The Contractor shall have at least two (2) years of experience within the last ten (10) years in the field of Community Correctional Program Management (CCPM). For purposes of this section, CCPM experience is defined as responsibility for the administration, management and operation of a facility for the purpose of reintegrating parolees and/or probationers back into society.

The Contractor's administrative experience shall include all administrative functions of a project, including fiscal, accounting, and budgeting, personnel and contract and/or grant management.

B. Organizational Structure

The Contractor shall maintain a written description and an organizational chart that outlines the structure of authority and responsibility within the THP and within the Contractor's organization. CDCR reserves the right to request a copy of the Contractor's organizational chart at any time.

C. Multiple Program Guidelines

Participants shall be housed in a single facility and the Contractor shall ensure the facility operates within the guidelines of this Agreement. Contractors having more than one program at the THP facility shall ensure that the facility has sufficient physical and operational barriers so that THP participants do not co-mingle with participants from other co-located programs. THP participants shall be afforded no less than comparable standards of living conditions as non-THP participants. THP participants shall not share: sleeping areas, programming and service schedules, or dining times, with non-THP participants.

The Contractor shall be responsible for obtaining written approval from DAPO regarding any requests for mixed populations (e.g. county, city, federal, private entity programs, etc.) that may be co-located in any THP facility. Upon DAPO's approval, the Contractor shall obtain approval from the DRP Chief or Designee. The Contractor shall provide a copy of DAPO's written approvals to the DRP Program Analyst within thirty (30) days of notification and prior to program implementation. In addition, CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the THP site and to review the criminal history of non-THP participants residing in the facility.

D. Program Eligibility

All LTOs on active parole supervision are eligible for the programs and services available through THP; however, CDCR shall have the final decision regarding program placements. CDCR retains the right to add participants at any time and CDCR retains the right to remove participants from the program at any time.

CDCR shall consider placement under the following circumstances on a case-by-case basis:

- Participants who are required to register pursuant to PC Section 457.1 (Arson);
- Participants in custody with pending local misdemeanor or felony charges, which could result in county jail time;
- Participants who are identified as members or affiliates of CDCR Security Threat Group I; and
- Participants classified as Enhanced Outpatient Program (EOP)

Participants in need of detoxification will not be placed in the THP.

E. Records System

The Contractor shall maintain complete files, either hard-copy or electronic, on all staff and participants. The files shall be located in a secure locked file storage area in a locked office at the THP facility. The Contractor shall ensure that participants do not have access to the files. The Contractor shall adhere to all confidentiality requirements of alcohol and drug use client data, in accordance with Title 42, Code of Federal Regulations (42 CFR), Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

Case files must be retained for a minimum of three (3) years following a participant's discharge from the program and made available to CDCR upon request. The Contractor shall be responsible for ensuring case files are maintained according to the requirements of this contract.

F. Computer Requirements for Data Management

The Contractor shall maintain a minimum of one computer, monitor, and printer at the THP facility for data transmissions to the CDCR. Each computer shall have internet service (broadband or better) to support electronic mail for staff members, download of CDCR software, and the ability to transmit data via Secure File Transfer Protocol (SFTP) over Secure Shell, port 22. To prevent breaches or loss of data, computers and data files shall be secured from unauthorized physical or electronic access and backed up quarterly.

G. Data Management

1. Under the "audit and evaluation" exception of 42 CFR 2.53, patient identifying information may be disclosed with either (1) a signed Parolee Release of Information (Attachment 1), or 2) a review of records on program premises in order to carry out an audit or evaluation on behalf of a State agency providing financial assistance to the program.
2. It is the intent of CDCR to implement a centralized data collection system such as the Automated Reentry Management System (ARMS). CDCR reserves the right to require the Contractor to utilize compatible computer hardware and/or software. Until such time when ARMS is implemented and operational, the Contractor shall adhere to the following data collection protocols:
 - a. The Contractor shall enter participant data into the system currently provided by CDCR that will be directly extracted to a central CDCR data repository. The Contractor shall review and approve the data on a monthly basis.
 - b. The Contractor shall maintain accurate written records and log activities in an automated tracking system compatible with CDCR Information Technology standards for program participation, indicating frequency and duration of services with beginning and ending dates.
 - c. Upon CDCR's approval, the Contractor and/or their subcontractor may use an already established system with the stipulation that it collects and produces a report containing all information required by CDCR.
 - d. The Contractor shall electronically submit accurate monthly data to CDCR, via SFTP. Monthly reports shall be submitted by the 10th calendar day of the

- following month. Other required reports shall be forwarded to the designated DRP Program Analyst(s) with the monthly invoice.
- e. The Contractor shall identify a point of contact to address data quality and systems issues. In addition, the Contractor shall designate a primary and alternate staff responsible for data entry, reporting and data exporting.
3. At such time when ARMS is implemented and operational, the Contractor shall adhere to the following protocols:
- a. Community-based providers will only have access to data in ARMS that they input into ARMS unless the participants have signed an ARMS Authorization for Release of Information, CDCR 2217 (ROI) (Attachment 2). Community-based providers shall request that each participant sign the ROI if it is not already on file. Once the ROI is complete, relevant data within ARMS will be released so that community-based providers have the basis for improved continuity of care. It is the responsibility of the community-based provider to ensure data security, as outlined in the ARMS Data Sharing Security Agreement (Exhibit G).
 - b. Data Entry Requirements: CDCR will utilize inputted data to generate reports. Data entry is required daily. The ARMS allows authorized individuals to be identified as alternates in order to input data when the primary staff is not available. It is the responsibility of the community-based provider to ensure ongoing data accuracy. For technical assistance regarding ARMS, please email ARMSRequests@cdcr.ca.gov.
4. Prior to and after ARMS implementation and operation, the Contractor shall:
- a. Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to CDCR. These policies and procedures shall include an information security policy and a disaster recovery process.
 - b. Coordinate data collection and evaluation efforts as requested by CDCR. The data to be collected shall include, at a minimum, participant demographics, assessment, services provided to the participants and outcome measures. The Contractor shall work cooperatively with CDCR or designee to provide all data collected on participants.
 - c. Ensure all participant information, including but not limited to, assessments, CMP, participation notes and program source codes be provided to CDCR staff and designated CDCR contractors or evaluators upon request.
 - d. Participate in the evaluation of the program and assist CDCR and designated evaluators in information collection efforts and program analysis.
 - e. Ensure the coordination of data collection, evaluation efforts and the submission of data and information, as requested and defined by CDCR.
 - f. Comply with the data requirement notifications, reporting timeframes and/or procedure changes thirty (30) days before the effective date of the change. CDCR reserves the right to revise the data requirements and reporting timeframes under this contract to meet the needs of the Department, without processing an amendment.

- g. Ensure that prior to releasing or distributing any participant data, program information, or operation protocols, the Contractor will give CDCR fifteen (15) days advance notice of such a request and allow CDCR to review and approve.
- h. Provide all data collected to CDCR within thirty (30) days of contract termination.

H. Participant Reports

The Contractor shall maintain a Daily Register/Count of participation reflecting each participant in the program by close of business of the preceding day. The Contractor shall electronically submit Daily Register/Count of participation reports to the DRP Analyst(s) on a daily basis and the DAPO Community Transition Program (CTP) on a weekly basis or as requested. The frequency of this report may change subject to CDCR needs. The daily register shall be maintained by the Contractor in support of the weekly participant reports provided to CDCR.

I. THP Weekly Count Progress Report

The Contractor shall maintain a THP Weekly Count Progress Report (Attachment 3) that reflects a program count for departmental dashboards and weekly utilization/bed availability reporting. The Contractor's cumulative Weekly Count Progress Report is due (via e-mail) to the respective DRP Program Analyst(s) and/or assigned staff by close of business each Monday, reporting on the preceding week. If Monday is a holiday, the report is due the next business day.

J. Monthly Reports

The Contractor shall submit a Monthly Program Report (Attachment 4) and Monthly Employment Report (Attachment 5) detailing program activity for the previous month to the DRP Program Analyst on or before the 10th of the following month.

K. Program Data Collection Form

The Program Data Collection Form (Attachment 6) shall be completed for each participant who enters the THP facility. The Program Intake section shall be completed at intake. Two weeks prior to a planned departure, the Community Re-entry Planning section shall be completed and shared with the DAPO CTP representative. At program departure, the Program Exit section shall be completed and the entire form shall be forwarded to the AOR.

L. Program Accountability Reviews (PAR) and Corrective Action Plans (CAP)

- 1. CDCR staff shall conduct routine Program Accountability Reviews (PAR) of Contractor facilities to review program quality, program management, facility operations and the general safety of the facility and grounds. PARs shall be conducted in order to verify that the Contractor is in compliance with the terms of this Agreement. The Contractor will receive a copy of the PAR report.
- 2. Within ten (10) days of receiving a Notice of Deficiency letter, the Contractor shall develop and submit to their DRP Program Analyst(s) a Corrective Action Plan (CAP) that indicates the actions to be taken to correct the identified deficiencies

and time frame required for full compliance. Unless otherwise noted, any areas of non-compliance identified during the review are to be corrected within thirty (30) days.

3. The DRP Program Analyst(s) shall review the CAP and determine whether the plan sufficiently addresses the finding(s) and whether the timeframes identified for completion of the corrective action(s) is appropriate.
4. All CAPs are subject to verification and approval. A follow-up PAR may be conducted to determine compliance with the CAP.
5. Should the Contractor dispute any of the PAR findings, a written appeal may be filed within ten (10) days of receipt of the PAR Report. The first level appeal is to the DRP Staff Services Manager II (SSM II) of Community Reentry Services and the second level appeal is to the Chief of Community Reentry Services.

M. Fiscal Systems and Responsibilities

1. The Contractor shall be responsible for preparing and administering an accounting manual, which maintains adequate fiscal records to determine allowable and applicable program costs in accordance with generally accepted accounting principles.
2. The Contractor agrees that the management and modification of the per diem rate shall be in accordance with the terms contained in Exhibit B-1.1, Daily Bed Per Diem Rate Sheet.
3. Any costs associated with the management of the contract shall be included in the per diem rates in Exhibit B-1.1, Daily Bed Per Diem Rate Sheet to be reimbursed by the State. Failure to meet the established reporting deadlines or program requirements may result in the CDCR withholding invoice payments and/or affect participant placements until the THP is in compliance.
4. All materials and products resulting from this contract shall be under the sole ownership of CDCR.
5. The Contractor shall maintain an internal administrative fiscal system for the ongoing management of the contract funding. Any costs associated with the management of the contract shall be included in the per diem rates on the Exhibit B-1.1, Daily Bed Per Diem Rate Sheet.
6. All budgets shall include a per diem cost per bed. The per diem cost per bed shall include: all associated personnel costs, sub-contractor costs, operating costs, total indirect costs, profit fees and operating reserve/contingency funds.

N. Monthly Invoice Billing Procedures

1. The Contractor shall submit monthly invoices for the previous month's expenses on or before the 15th of the following month. A Contractor's total monthly payment request on a per diem basis shall be reported on the following forms:
 - a. Monthly Participant Day Invoice (Attachment 7)
 - b. Register of Program Participation (Attachment 8)

2. The Contractor shall forward copies of all supporting documentation to CDCR according to the terms of Exhibit B, Budget Details and Payment Provisions. Invoice packages that are incomplete, improperly prepared and/or missing supporting documentation or fail to have their monthly electronic data uploaded or sent, will be disputed in whole or in part and returned to the Contractor.
3. CDCR reserves the right to revise the invoice forms, supporting documentation, and/or the processing procedures utilized in the contract to suit the needs of the State without processing an amendment.

O. Participant Trust Fund

1. The Contractor shall establish a Trust Fund on behalf of the THP participants for the purpose of saving money. The Contractor will maintain accounting records necessary to provide for the recording of all transactions affecting the Trust Fund. The Trust Fund records and processes shall be reviewed during the PAR. The accounting system should provide:
 - a. Accurate and current information relative to each individual participant record included within the Trust Fund;
 - b. Entries that are supported by sufficient and relevant source documentation; and
 - c. Reconciliations that ensure the accuracy of the accounting records
2. Trust Funds are not utilized for expenditures relative to the operation of the facility or any other expenditure not authorized by the participant.
3. If interest is earned on the Trust Fund, a fair market interest rate shall be established and distributed to individual participant based on the amount saved while housed at the THP facility.
4. Participants are required to save 75 percent of their net income. If the participant is obligated to pay restitution, child support, or family support, that amount may be reduced on a case-by-case basis upon approval of the AOR.
5. Participant's income shall not be used to purchase personal items in excess of \$250.00 unless given prior approval from AOR.
6. Supplemental Security Income (SSI) and/or Retirement, Survivor, Disability Insurance (RSDI) and other forms of governmental assistance shall also be considered as income.
7. If a participant is removed from the program either voluntarily or involuntarily, but has funds left in their Trust Fund account, the Contractor shall forward a check to the AOR no later than seven (7) calendar days for final disposition.
8. Participants shall be limited to having \$150.00 in their possession unless given prior approval from the AOR.

P. Failure to Perform Contracted Services

Under the terms of this Agreement, should the Contractor fail to adequately perform the services, does not meet all existing health and safety requirements, or CDCR

policies and procedures, the Contractor shall not be permitted to continue to perform services.

1. CDCR shall state in writing the reasons the Contractor does not meet the Agreement standards and/or CDCR policies and procedures.
2. CDCR will not be required to pay the Contractor for any hours worked by personnel during the period of inadequate performance.
3. The Contractor is required to comply with any CAP issued as a result of a performance evaluation.
4. Failure to provide and/or improve services within the time frame established in the CAP may result in sanctions for non-compliance. Continued failure may result in a termination of the Agreement.

Q. Sanctions for Non-Compliance

The Contractor shall be evaluated for compliance by various methods (PAR, data, etc.). Should the Contractor be found to be out of compliance, the Contractor may be subject to one or more of the following sanction(s):

1. A comprehensive program assessment with a Notice of Deficiency letter issued to remedy deficiencies.
2. A Notice of Deficiency letter issued requiring mandatory assessment and training provided by CDCR.
3. Reimbursement to the State for costs incurred by the Contractor's failure to perform.
4. Immediate fiscal audit of the program.
5. Immediate program services audit by CDCR and any consultant utilized by CDCR for this purpose, with costs charged to the Contractor.
6. If the Contractor is out of compliance, CDCR may, at its discretion, withhold up to 10 percent of the charges for the work which is out of compliance, as security for the correction of that deficiency. When the Contractor returns to compliance, the amount withheld will be remitted with the next invoice.
7. Termination of the Agreement.

R. Participant Medical Care

The Contractor shall develop clear, written procedures for both routine and emergency medical care of its participants within fourteen (14) calendar days of the executed agreement. The procedures shall also address actions to be taken in the event of the death of a THP participant and shall incorporate CDCR's procedures. THP staff shall be trained and kept current in all procedures related to routine and emergency medical care including the telephone numbers of all local emergency service agencies and when to call them. No THP participant shall be denied the opportunity to seek medical attention.

THP participants with special medical needs may be placed at the facility. It shall be the responsibility of the Contractor to make appropriate reasonable accommodations

for those special needs. Responses to Reasonable Modification or Accommodation Request form, CDCR 1824 (Attachment 9) may include obtaining training for staff in emergency response as well as adopting response and evacuation plans for the special need participant.

The Contractor shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s) for participants who did not apply for health care coverage while in prison; do not currently have health care coverage or have had their health care coverage suspended or terminated; or do not have the means to pay for health care coverage.

When any participant health-related problems occur and can interfere with the participant's ability to remain in a THP facility, the Contractor shall notify DRP to determine the course of action. If the participant can remain at the THP facility, the Contractor shall provide the participant adequate information to obtain the necessary medical attention and assist with transportation.

S. Interpreter Services

The Contractor must make accessible interpreter services for participants during normal program hours. Services may be provided, at minimum, via telephone.

IV. PROGRAM COMPONENTS AND SERVICE REQUIREMENTS

The Contractor must ensure that assigned participants are continuously engaged in program related activities and services throughout each program day.

The Contractor shall comply with the THP goals to promote self-sufficiency for participants through participation in program services. Each participant shall receive and participate in programming services according to their Case Management Plan (CMP). Additional programming may include approved community service projects, obtaining identification and social security cards, medical appointments, obtaining clothing, etc. The Contractor shall provide all training materials to be utilized for the required programming (computer programs, books, videos, other materials, etc.) and accommodate working participants by scheduling programming during both daytime and evening hours in order to provide access to services.

For all participant program requirements and referrals, the Contractor shall complete and have each participant sign an "On-Site Participant Program Sign-In Sheet" and/or an "Off-Site Participant Sign-Out Sheet". The sign-in and sign-out sheets must indicate participant name, CDCR number, program component name, and hours completed. With the exception of the 52-week Domestic Violence Program, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), or secular equivalent, Substance Abuse Treatment and Recovery (STAR) program and Computer Literacy Learning Centers (CLLC).

The Contractor shall have a merit-based plan to encourage enrollment, attendance, progression through programming, and completion through the use of positive reinforcements and motivational incentives. Incentives may include:

- a. Positive verbal motivations, certificates of completion at graduation ceremonies, etc.;
- b. Welcome packets, work equipment, work attire, housing vouchers, application

- and registration fees for GED and college, purchase of school and trade books, gift cards for groceries, farewell packets;
- c. The cost of food and decorations at special events such as: Speaker's Day, Family Day, Community Day, Music/Art Festivals;
 - d. The Contractor may also use items donated to the THP facility by community organizations;
 - e. No direct cash awards to participants are allowed. The contractor is encouraged to work with DAPO Agents to develop a combined incentive process to support pro-social behavior and positive programming;
 - f. The face value of any voucher or gift card shall not exceed \$50 per award. The \$50 threshold may be increased with approval from DAPO on a case-by-case basis; and
 - g. All extrinsic reinforcements shall be documented and reported.

The Contractor shall maintain written policies and procedures on its Motivational Incentives Program in their operations manual.

A. Intake

The focus shall be on orientation, assessment and program planning. Program planning shall consist of creating a CMP based upon the participant's assessed needs, and shall not exceed seven (7) calendar days.

Participants must complete all the components of orientation, assessment and program planning before progressing to their assigned services.

1. Orientation

Participants shall receive a written summary of the THP procedures governing their conduct and activities related to the program components, services and activities within 24-hours of arrival at the THP facility. Participants shall be advised that their continued presence at the THP facility is at the discretion of either the BPH, if mandated; or their AOR and the facility director, which is contingent upon participation and compliance with house rules. The AOR will consult with facility staff to ensure the participant is adhering to the facility's rules and is participating. A DAPO Administrator or their designee will make the final decision on any participant issues that cannot be resolved between the AOR and the facility director to determine if the participant shall continue in the THP.

An initial orientation shall be performed within 48-hours of the participant's arrival. Documentation of items discussed or provided to the participant shall be signed by both the Caseworker who conducted the orientation and the participant. The original documentation shall be retained in the participant's case file with a copy given to the participant.

2. Program Assessment

The secondary assessment shall occur within five (5) calendar days of the participants' admission to the program. The assessment shall be documented, signed and dated by the Caseworker and participant and retained in the participants' case file.

3. Health Care Enrollment Assistance

The Caseworker shall provide intake screening for participants that shall include citizenship status, Veteran status, American Indian/Alaskan Native status, medical and/or mental health conditions, and health care coverage status for medical (e.g. substance use disorder and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.

Based upon the intake screening, participants shall be offered assistance to apply for health care coverage to include the Affordable Care Act (ACA), Medi-Cal, Retirement, Survivors, Disability Insurance (RSDI)/Supplemental Security Income (SSI), Veterans Affairs Health Benefits, Indian Health Services and/or other type of health care coverage.

4. Case Management Plan

a. The CMP is the casework plan that staff utilizes to track the participants' progress. The CMP shall be the outline for the goals to be achieved by participants, and the services and activities necessary for each participant to successfully achieve those goals. To determine what services and activities the CMP will require, it shall be written in response to all outcomes of the individualized and approved evidence-based secondary assessment. The CMP shall be completed within seven (7) calendar days of participants' arrival.

b. The Caseworker shall complete and sign weekly progress notes on the participants' progress on their CMP. The notes shall be retained in the participants' case file.

5. Case Management Review

A Case Management Review (CMR) shall be conducted at least every thirty (30) calendar days involving the systematic review of each participant's needs. Participants shall be encouraged to participate in the reviews. Administration of the CMR, shall include notifying the participant as to whom the committee members are and the purpose of the review. The THP procedures on CMR shall be inclusive of the following components:

- a. A committee consisting of the Center Manager, Caseworker, Job Developer, and AOR if available
- b. Case Managers, and the Job Developer (if applicable) are encouraged to work with the AOR to develop collective goals for the participant to achieve; and

- c. Documentation of the review shall be signed and dated by all parties in attendance upon completion and placed in the participant's case file.

B. Programming Services

The participants' programming is determined by one or more of the following factors:

- a. Board of Parole Hearings (BPH) mandated length of time.
- b. Division of Adult Parole Operations (DAPO) conditions of parole and/or AOR referrals
- c. The needs identified in the evidence-based secondary assessment
- d. Participant's interests and individual strengths

Once the length of programming is determined by one or more of the aforementioned factors, the participant shall be provided services based on individual's needs such as employment, education, disability, etc. During programming the participant will:

1. Attend classes as identified in their CMP;
2. Continue to review the assessments and objectives identified in their CMP during Intake;
3. Participate in group activities, which actively engage participants in confronting individual values and behaviors contributing to their criminality. Group activity shall promote participation and provide for the safety and security of the participants. Participation shall be documented on group activity rosters;
4. Participate in didactic groups, organized to provide facilitative and rehabilitative services. Group activity shall promote learning and allow for positive interaction among the participants. Participation shall be documented on group activity rosters; and
5. If eligible and at the discretion of the AOR, participants may be introduced to various community service options (e.g. speaking at schools regarding the consequences of drug use and assisting in activities at a local community center).

The CMP is based on initial and continuous CMR outcomes. The CMP shall be individually tailored to meet the participants' goals using the selection of services listed below.

1. Reentry Transition

The curriculum will focus on managing anxiety, impatience and pressure by identifying goals and expecting the unexpected. Participants will identify their evolving needs (first week, first month, first year, etc.) and shedding prison identities. Training shall focus on defects in thought processes that lead to self-defeating decisions. The curriculum shall be designed to encourage participants to adopt a positive, law-abiding lifestyle.

2. Community Resource Linkage

Contractor shall assist participants with the development of a community reentry

plan. The Contractor shall prepare participants to utilize private and public social service agencies within the local community for personal, family and employment issues, problems and needs. The Contractor shall develop a current and accurate community resources catalog and provide one to every participant prior to program completion or discharge and be made available to CDCR upon request. This catalog shall be updated no less than quarterly and list the available resources by specialty service and include the agency's name, address, telephone number and contact person as well as a brief summary of the eligibility criteria for participants or family to receive the services provided. The completed reentry plan shall be provided to the participants prior to their program exit.

- **Peer Reentry Navigation Network (PRNN) Meetings**

The meetings provide peer-driven support, assistance, and guidance to newly released LTOs, who are adapting to the challenges identified above while striving towards successful community reintegration. The program consists of three components: Peer Re-Entry Navigator (PRN) services, Group Networking Meetings, and Provider Partnerships. LTOs shall be given the opportunity to attend Peer Reentry Navigation Network (PRNN) meetings and the THP may provide meeting space at the THP facility.

3. **Money Management Training**

The curriculum shall focus on, but not be limited to: managing personal finances, establishing and maintaining bank accounts, writing checks and utilizing debit cards, balancing checking accounts, interest rates, responsible bill paying, responsible use of credit, finance charges, late fees and over limit fees, use of Automated Teller Machine (ATM) and living within financial means.

4. **Technology Education**

Participants shall be given training on basic and intermediate computer skills such as systems, terms, hardware components of peripherals, operating systems and applications. The course instructions shall include, but not be limited to: Windows operating system, at a minimum Windows 10; launching Windows programs; logging on and off; managing files and using Microsoft Office programs. Participants shall become proficient on the roles of an operating system, using a mouse, and desktop icons and buttons. Participants shall be provided training on connectivity, Internet and domains, web browsers and how they function, security risks with Internet and web activities, and the functions of email on how to send, receive and reply to messages.

5. **Education**

The Job Developer shall assist the participants with obtaining diplomas, degrees, and certificates by linking them with adult schools, community colleges, state universities, vocational training or other educational opportunities.

6. **Job Readiness and Employment**

The Job Developer shall conduct trainings to prepare participants for job search

and employment. Job search trainings shall address the use of daily classified-ads (online and/or paper format), public and private employment agencies, etc. Employment trainings shall address personal presentation and demeanor, effective communication, developing good work habits, strengthening self-esteem, establishing short term and long term work goals, taking written tests, resume preparation/writing and interview skills. Emphasis shall be placed on learning appropriate interview language; how to explain time incarcerated, understanding workplace culture and presenting the participants' skills.

The Contractor shall also provide supportive employment services that include, but are not limited to:

a. Personal Identification Cards

If a Participant does not have a current California Identification Card or California Driver's License, the Contractor shall refer the participant to the Department of Motor Vehicles and assist the participant in completing the required paperwork to acquire a personal identification card.

b. Social Security Cards

If a participant does not have a valid Social Security Card, the Contractor shall refer the participant to the Social Security Administration and assist the participant in completing the required paperwork to acquire a Social Security Card.

7. Substance Use Disorder (SUD) Education

The Contractor shall either provide the participants with SUD education or refer them to an approved off-site SUD relapse prevention program (e.g. AA, NA or secular equivalent or STAR). The curriculum should emphasize anger management, relapse prevention and community transition.

8. Victim Awareness

The curriculum will focus on the needs and/or case assessment of the participants. Victim Awareness is geared toward helping participants to become more aware of the impact that crime has on victims and to take responsibility for their actions and begin to make amends.

9. Interpersonal Relationships

The curriculum shall focus on relationships and reunions with parents, children and family members through an educational and group process. Instruction shall include developing family rules and guidelines, giving and receiving positive recognition, discipline without hitting or yelling, communicating needs, developing nurturing daily living routines and activities, playing and having fun as a family, developing new relationships, developing and maintaining healthy boundaries and identifying warning signs of high risk relationships.

10. Healthy Living

This curriculum shall focus the importance of knowledge, attitudes, and practices relating to personal health and wellness. The service is intended to expose the

residents to a broad range of issues and information relating to the various aspects of personal health, which include the physical, social, emotional, intellectual, spiritual and environmental. Topics to be included, but are not limited to: are nutrition, physical fitness, stress, and weight management. In addition, this curriculum shall focus on Human Immunodeficiency Virus (HIV)/Sexually Transmitted Disease Awareness and address information concerning blood borne pathogens. Participants will be introduced to different types of blood borne pathogens, transmission routes and preventative strategies, and procedures to follow in cases of exposure. At a minimum the curriculum must address the following pathogens: HIV, Hepatitis B and C, Non A and Non B Hepatitis, Syphilis, and Malaria.

11. Coping Skills/Anger Management

The curriculum is intended to focus on emotional regulation/anger management, dealing with posttraumatic stress/post-incarceration syndrome, healthy communication and identifying triggers/risks. This service shall assist in reducing and redirecting stress and tension which results in aggressive behaviors. The focus shall be on the causes of anger and providing alternatives to violent outbursts and abusive behavior through educational lessons that challenge inappropriate ways of expressing anger and techniques to dissipate that anger before it becomes unmanageable.

12. 52-Week Domestic Violence Program (Hours to be determined)

- a. The Contractor shall make available or provide access to a court-approved 52-Week Domestic Violence Program (Batterer's Program) for participants who have a special condition of parole or during the case assessment identify as needing the 52-Week Domestic Violence program. The provisions of the Domestic Violence Program shall be administered pursuant to PC Section 1203.097.
- b. If the Domestic Violence Program is subcontracted through a local provider, the THP staff shall receive written case summaries to document the participants' attendance and status in his/her case file.
- c. The Contractor shall ensure the Sub-Contractor is certified as an approved domestic violence program provider per PC Section 1203.098. Sub-contracted services shall be documented and retained on file at the THP facility.
- d. If the Contractor administers the program on site, the services may be provided by any THP contracted staff that is a certified instructor for domestic violence and meets the criteria outlined in PC 1203.098. Documentation verifying the staff member is a certified instructor must be retained on file at the THP facility.

With the exception of the 52-Week Domestic Violence Program, AA, NA or secular equivalent, STAR and CLLC, all programming components must be provided at the THP facility. Exceptions can be made on a case by case basis.

Participation is required for all programming components with the exception of the 52-Week Domestic Violence Program. A monthly schedule of program components,

including days, times, and curriculum used for each class, must be submitted to DRP thirty (30) days upon contract award and upon schedule revisions.

C. RECOMMENDED TIMETABLE FOR SERVICES

The following guidelines can be utilized to determine which services should be offered and how often depending on the participant's length of stay at the THP facility. The type and frequency of services is based on the individual needs of LTOs. If the participant does not have a demonstrated need, the participant's personal program may be adjusted.

- 0-90 days suggested services are:
 - Reentry transition
 - Resource linkage
 - Money management
 - Technology education
 - Education & employment
 - 15 hours per week of programming which consists of:
 - Groups: 5 hours/week
 - Supported community activities: 5 hours/week
 - Work/additional programming etc.: 5 hours/week
- 91-180 days suggested services are:
 - Education & employment
 - SUD/relapse prevention
 - Victim empathy/impact
 - Interpersonal relationships
 - Self-care/whole health care
 - Coping skills
 - 20 hours per week of programming which consists of:
 - Groups: 5 hours/week
 - Supported community activities: 5 hours/week
 - Work/additional programming etc.: 10 hours/week
- 181-365 days suggested services are:
 - 25 hour per week of programming:
 - Groups: 5 hours/week
 - Supported community activities: 5 hours/week
 - Work/additional programs: 15 hours/week

D. Program Referrals and Extensions

For any extensions or additional program time beyond the 180 days, a Program Extension Request (Attachment 10) must be approved by the DRP Community Reentry Services Staff Service Manager II or their designee. No participant shall be

allowed to remain in the program for more than 365 days unless determined on a case-by-case basis.

Any participant who is referred to the THP within 180 days of program discharge or exit is not considered a new participant and shall be subject to program extension approval.

The Contractor shall accept all participants for placement at the THP facility and manage any participant referred by the CDCR. In cases where a referral is denied, the Contractor shall submit written justification to the DRP Program Analyst who will determine if the justification is sufficient and/or in compliance with the Agreement. Examples of justification would be if placement of the participant in the THP would be a violation of local and/or state laws or ordinances.

V. FACILITY REQUIREMENTS

Physical site requirements of the THP facility shall include: (1) equipped to monitor internal movement, as well as detect any unauthorized ingress/egress; and (2) configured to meet all health and safety and building codes, and THP facility physical site requirements. The minimum THP facility physical site requirements shall include these components:

A. Control Center Area

A properly furnished, equipped and supplied area shall be provided as the central location for staff's management and supervision of all THP activities. Staff assigned to this area shall monitor all written records related to activities such as participants' schedules, medical appointments, job search passes, reporting to jobs in the community, attending off-site functions, checking in of visitors, tracking center searches and communications with related public and private agencies such as law enforcement, emergency service agencies, social service groups and substance use disorder treatment programs.

B. Participant Housing

Participant housing at the THP facility may be dormitory style or individual rooms. The square footage of the sleeping space provided to each participant (of which no more than four (4) square feet is closet space) shall be according to the chart below as approved by CDCR:

Participants Per Room	Minimum Required Total Square Footage Per Room	Minimum Required Square Footage Per Participant
1	50	50.0
2	70	35.0
3	90	30.0
4	110	27.5

These housing units shall provide functional, clean and full-service bathrooms. These standards include the following item-to-participant ratios: toilets/urinals (1:10), sinks (1:10) and showers (1:20). The sinks and showers shall provide either hot and

cold or tempered water. These housing units shall also provide a day room for living activities such as studying, writing, reading and viewing television (minimum of 10 square feet per participant or as approved by CDCR).

If male and female participants are housed in the same facility, the Contractor shall ensure personal security and privacy which will include, but not be limited to the following:

1. Separate and adequate toilet, hand washing, and bathing facilities for females and males. Such facilities shall be in proximity of designated sleeping areas.
2. Separate and adequate sleeping areas for females and males. Such areas shall be enclosed by permanent walls which extend from the floor to the ceiling and a permanent door.

The Contractor shall provide housing and bathroom facilities for participants with disabilities in accordance with the requirements of the Americans with Disabilities Act (ADA). Site evaluations will be held prior to contract signing. All sites must be in compliance with the ADA. Any sites which appear to not be in compliance may be referred to the CDCR Office of Court Compliance for further inspection. Any violations found will be corrected at the contractor's expense.

C. Parking

Parking shall be available for THP staff, visitors, and assigned CDCR employees. Public parking may be used for the required parking. All parking expenses shall be the sole responsibility of the Contractor; CDCR shall make no reimbursement. If on-site parking is available, one space shall be reserved for CDCR personnel. Handicapped-parking spaces shall be provided in accordance to ADA.

D. Food Services

Participants shall be provided a nutritionally balanced diet of three meals a day, seven days a week, two of which shall be served hot. THP facility menus shall be posted in locations accessible to participants.

Food Service may be provided either by preparing meals on-site or by subcontracting through a local provider, such as a restaurant or caterer. The food service area shall include a dining room that contains tables and benches/chairs, which shall accommodate the total number of participants served at each mealtime, whether the food is prepared on-site or catered. This room can be used for multiple purposes in-between meals. The THP facility kitchen, dining room, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service preparation areas, shall meet all applicable health and sanitation code standards. Accommodations shall be made for participants with disabilities, religious beliefs and food allergies.

1. On-Site Food Service

If on-site food service is provided, a properly furnished, well ventilated, fully equipped kitchen for food preparation for participant consumption shall be provided and maintained in a clean and sanitary manner within the THP facility. The kitchen shall minimally include adequate workspace and a functional stove, oven, and refrigerator and freezer. Food storage areas shall be secured.

2. Sub-contracted Food Service

THP facility food service may be subcontracted through a local provider, such as restaurant or caterer. The Contractor may utilize participants to assist with the serving of meals. Contractors, who subcontract food service through a local provider such as a restaurant or caterer, shall ensure the provider: (a) adheres to all State and local health sanitation codes; (b) be licensed; (c) has a certificate or permit to operate; and (d) be notified in writing that the provider is subject to CDCR evaluation and approval.

Staff members and participants shall not be assigned to handle and prepare food until medically cleared and instructed in the requirements for sanitation and cleanliness in the preparation and serving of food (in compliance with State, local health, and sanitation codes). Proof of these clearances shall be maintained in the staff member or participant file and available upon request.

The THP facility food services program shall comply with all mandated Sanitation and Health Codes and ensure that all food service staff and participants have clean hands and fingernails, wear plastic disposable gloves as required, wear hair nets or caps, clean aprons, clean pants, shirts and shoes.

Non-compliance to State and local health codes may result in the immediate termination of the contract.

Sack lunches shall be provided to participants who are off-site during the day on authorized activities. In addition, the evening meal shall be prepared and stored under refrigeration for participants working irregular hours and returning to the THP facility after the kitchen has closed.

Kitchen and dining room trash and refuse shall be stored in properly sealed containers until collected by the local disposal service. All cleaning solvents, detergents and supplies shall be stored separately and away from food, cooking supplies and serving utensils. The THP's management staff shall conduct daily documented health and safety inspections of the kitchen, dining room and food storage room to ensure that all food service equipment, furnishings, utilities and staff/participant practices are maintained in a safe and hygienic manner.

E. Medicine Cabinets

The THP facility shall have a locked medicine cabinet in a controlled area under staff's supervision. The medications stored in this cabinet shall be monitored in compliance with CDCR policy to include log sheets on each medication with the participant name and CDCR number and dosage of medication; date and time taken; balance of pills/liquid remaining after each dosage taken; and date and initials of the THP's weekly inventory of medications. All participants' outdated, discarded and/or unclaimed medications shall be disposed of per federal guidelines. In addition, the THP facility shall have a locked and refrigerated storage area designated only for medication requiring refrigeration.

F. Office Space for CDCR Assigned Staff

A minimum of 95-110 square feet, or as approved by CDCR, of private office space

designated solely for one DAPO representative shall be provided. This office space shall include a working telephone with local service. Toll calls by CDCR staff can be made at CDCR expense. This office must also include a broadband internet connection along with appropriate service provided at Contractors expense. Broadband internet service is defined as either a cable or DSL connection. This connection can be provided via a router from an existing connection already in place at the THP facility.

G. Classrooms

The facility shall have adequate classrooms that shall be fully furnished with desks/tables and chairs; be equipped with computers and other appropriate learning tools; and be supplied with paper, erasers, pencils, etc. The Contractor shall provide computers for computer training on – no less than – a 1:9 computer to participant, ratio. Classrooms shall be accessible for use by persons with disabilities.

The Contractor is responsible for providing classrooms that can accommodate up to 60 percent of the total number of participants at full capacity.

H. Laundry Services

The Contractor shall provide, at no cost to the participant, daily access to on-site laundry machines and detergent. Laundry equipment shall include at least one commercial grade washer and dryer for every 16 participants. The on-site laundry service area shall be properly ventilated and contain adequate space to:

1. Provide laundered clothing and linens to all participants when their current supply is soiled;
2. Serve as storage for all clean unassigned clothing and linens; and
3. Serve as a temporary storage for all unclaimed clothing.

Each participant shall receive upon arrival at the THP facility: clean linens, blanket and bath towel. A second set of clean linens, blanket and towels shall be retained on hand and stored in a linen closet. Linen and towel supplies shall be laundered and rotated on a weekly basis and replaced if they are worn or stained. Participant clothing shall be laundered as circumstances require related to their daily work and program activities.

I. Participant Property Room

Personal property left at the THP facility upon a participant's unauthorized departure, transfer, program completion/termination, arrest, discharge or death shall be inventoried and held in secured storage for no longer than sixty (60) calendar days. Such storage shall be in a clean and well-maintained area to prevent damage to the participants' property. A copy of the signed and witnessed Property Room Inventory Sheet (Attachment 11) listing the participant's property shall be sent to the CTP representative and AOR for review/input prior to the forfeiture of the property. Participant property left beyond sixty (60) calendar days shall be forfeited.

J. Maintenance Room

A locked maintenance room shall be included to store tools and equipment needed for THP facility maintenance and required for support building projects.

K. Suitable Living and Sleeping Areas

Each participant's sleeping area shall include a bed frame, mattress and pillow; supply of clean bed linens; towel; chair; metal locker; closet or dresser for participant clothing and authorized personal property; and shall have proper lighting, heating/cooling and ventilation. All mattresses and pillows will be covered with plastic or vinyl mattress covers. Mattresses and pillows shall be replaced as they wear out or if they are torn. The sleeping areas shall be kept clean and the floors mopped and swept daily. The facility manager or designee shall conduct daily inspections and maintain a Cleaning and Replacement Log.

L. Equipment

The THP facility equipment, furniture, appliances, etc. shall be kept clean and in good operating condition at all times.

M. Smoke-free Environment

Indoor smoking at the facility shall be prohibited in accordance with state law. "NO-SMOKING" signs shall be posted in all classrooms, designated visiting areas, hallways and in the main office of the facility in full view of participants, staff and visitors.

N. Vector Control

The Contractor shall maintain a subcontract for vector control services to ensure the facility is free of insect and rodent infestation. Documentation of services shall be maintained at the facility and shall be submitted to the DRP Program Analyst(s).

O. Sanitation and Health Codes

The THP facility shall comply with the sanitation and health codes of the applicable governmental jurisdiction. Written reports of inspection by State or local authorities shall be sent to DRP staff upon request and retained on file at the THP facility.

P. Building Codes

The THP facility shall comply with all applicable building codes for the safety and well-being of participants and staff. Verification of compliance may be in the form of a currently valid permit, letter and/or certificate.

Q. Housekeeping and Maintenance Plan

A Housekeeping Plan and Log shall be maintained by THP staff that reflects daily inspections of the THP facility to ensure it is kept clean and in good repair at all times. The THP facility shall be equipped with a utility sink and have a secured

storage space to be used for the storage of the THP facility cleaning supplies and equipment (e.g., mops brooms, buckets, etc.). A Material Safety Data Sheet for each cleaning agent shall be posted in the room where the chemical is stored and shall meet hazardous material storage requirements.

R. Work Crew Assignments

The Contractor shall assign THP participants to uncompensated on-site work crew assignments at the THP facility to offset program expenses related to grounds and building maintenance, and housekeeping and food services.

S. Construction

The Contractor shall notify CDCR thirty (30) calendar days prior to undergoing any construction on the facility site in order to facilitate the relocation of participants, if necessary.

T. Temperature Control

THP facilities should be equipped with either central heating or wall heating. At no point should kerosene or propane space heaters be utilized at a THP facility due to health risks and fire hazards.

The Contractor shall be in compliance with provision 1204.1 of the most recently released California Building Code (CBC) regulations. This provision (1204.1 or any future CBC provision directly related to interior space heating) stipulates that any interior space intended for human occupancy shall be provided with active or passive space-heating system capable of maintaining a minimum indoor temperature of 68 degrees Fahrenheit (20° C) at a point 3 feet (914 mm) above the floor.

U. Fire Evacuation Emergency Procedures

The Contractor shall have fire prevention procedures and safety requirements posted in the main office of the THP in full view of participants, staff and visitors. Additionally, the Contractor shall have evacuation and emergency procedures to include the following instructions:

1. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
2. Alert notification and/or evacuation of all occupants;
3. Control and the extinguishing of fires; and
4. Evacuation routes and procedures.

V. First Aid Kits

The Contractor shall keep a minimum of three well-stocked first aid kits which should be located in key areas such as the control room, kitchen and maintenance shop. The Contractor is to refer to the Red Cross website for a well-stocked first aid kit <http://www.redcross.org/prepare/location/home-family/get-kit/anatomy>.

W. Posting of Emergency Evacuation Floor Plans

Clear, concise and site-specific emergency evacuation floor plans shall be posted in every occupied location throughout the THP facility. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

1. Evacuation diagram plan that identifies the "You Are Here" location that is compatible with the building floor plan;
2. Evacuation plans, which include the locations of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies; and
3. Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new participant upon arrival.

X. Smoke Detectors and Fire Extinguishers

The Contractor shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations including the kitchen, sleeping areas, indoor visiting area, classrooms, laundry, maintenance shop and control room. All tests shall be documented for compliance and maintained at the facility as set by local ordinances.

Y. Emergency Lighting System

The facility shall be equipped with an emergency lighting system to ensure staff's supervision and control in emergency situations (e.g., fires, earthquakes, loss of electrical power, etc.). Emergency lighting shall be placed in key areas such as the main areas and exit corridors and shall be operational during the term of the contract. A monthly inspection of the lighting system shall be conducted and documented to include the date, time and results of inspection.

VI. OPERATIONS

A. Participant Mail

All regular non-confidential mail received or sent by participants at the THP facility is subject to being searched by the Contractor as authorized by the participant's signature agreeing to the THP house rules/conditions of admission. The reading of mail shall be for cause only.

All incoming packages addressed to participants shall be opened and inspected by the Contractor staff in the presence of the participant receiving the package. Packages shall be inspected for the purpose of verifying and recording the receipt of permitted personal property and to prevent the introduction of material, substances or property that participants are not permitted to have in the THP facility.

B. Participants' Use of the THP's Designated Telephones and Cell Phones

The THP facility shall provide participants with accessible on-site coin or operator assisted telephones for their personal calls to family, friends, employers, prospective employers, service agencies or any person of the participant's choosing. The Contractor shall provide Telecommunication Device for the Deaf (TDD) telephones and other assisting equipment upon request.

The Contractor shall prepare and adopt written policy and procedures for the use of these telephones regarding the time of day they may be used, frequency and length of telephone calls and prohibition on receiving incoming calls within fourteen (14) calendar days of the executed agreement. If THP staff receives an emergency or program related telephone call for a participant, the caller's name, telephone number and nature of the call shall be taken down by staff and given to the participant at the earliest possible opportunity.

For program related purposes, indigent participants shall be permitted to use the THP's facility business telephones.

The Contractor shall have a written policy regarding participant cell phone use. This policy shall be submitted within fourteen (14) calendar days of the executed agreement. This policy shall be disseminated to each participant upon entrance to the THP facility.

C. Participants' Use of Personal Vehicles

Participants who are employed or participating in approved activities must have written approval from the AOR to use their personal vehicle. Approval or denial shall be placed in the participant's file. A participant's driving privileges shall be immediately suspended if the participant is found to be under the influence of drugs or alcohol or tests positive for substance use.

D. Participant Passes

The THP's Program Director/Center Manager (or designee in his/her absence) and/or AOR may authorize participant passes for up to six hours per pass between the hours of 0600 through 2100.

The above or similar passes shall be limited to the time necessary to accomplish the stated purpose at which time the participant shall return to the THP facility with documented verification of his/her authorized activities.

E. Community Leave Requests

The THP's Program Director/Center Manager or in their absence the Casework Supervisor/Assistant Center Manager, in consultation with the participant's AOR or Program Parole Agent, may grant participants community leave of six hours or more. Only those participants adhering to the THP's requirements shall be allowed community leave, which includes overnight visits for family reunification.

F. Participant Transportation

The Contractor shall provide participant transportation to all off-site program related activities, medical appointments, DMV appointments, emergency transports, and in the event of the Contractor's move to a new location. Transportation may be provided by either Contractor vehicle or providing bus passes/tokens. Contracted staff shall never use their personal vehicles to transport participants. The Contractor shall not provide monetary funds directly to participants for transportation purposes.

G. Respect for Neighbors

Good neighbor policies assure that the facility and its residents are accepted as part of the community. This means that residents will be mindful of noise levels of conversations, designated smoking areas that will not affect the neighbors, and walking on sidewalks and paths to destinations.

VII. **SECURITY REQUIREMENTS**

A. Operations Manual

The Contractor shall prepare and maintain a written operations manual that describes the THP's purpose, philosophy, programs, services, policies and procedures. This manual shall summarize the approved methods of implementing CDCR policies and provide details for daily operation of the program. This manual shall be made available to DRP staff upon request.

B. THP Safety and Security

The Contractor shall develop and maintain written policies and procedures for the THP pertaining to the proper supervision of participants, maintenance of security and handling of emergencies within 14 days of the executed agreement. These policies and procedures shall include, but not be limited to:

1. Control Center Area

An adequately equipped, staffed and properly managed control center area for observation of THP activities that is fully operational 24 hours a day, seven (7) days per week.

2. Center and Grounds Security

Daily inspections of the THP facility grounds addressing such matters as functional locks and latches on all windows, doors, and gates; electrical lighting (inside and out); keeping the THP facility and grounds free of contraband and providing security from outside intrusions. These inspections shall be tracked on a Daily Log Sheet. These policies shall ensure that the participants shall not be locked inside the THP facility at any time. Door alarms shall be used on exit doors that are not staffed to eliminate unauthorized egress.

3. Unauthorized Departures

A participant is considered an unauthorized departure after 4-hours have passed from the time the participant was due to return to the THP facility.

4. Controlled Entry into the THP Facility and Grounds

The Contractor shall have a policy for the prohibition of unauthorized persons entering the THP facility and grounds. Unauthorized persons include anyone other than CDCR staff, Contractor and sub-contractor staff, public officials, and approved participant visitors during visiting hours. All visitors must have

identification and must sign in-out of the facility. This policy shall be sufficiently clear and concise to guide THP employees in their decisions to admit or deny anyone seeking admission for any reason.

5. Intake and Exit Procedures

The Contractor shall develop written policies and procedures, within fourteen (14) calendar days of the executed agreement regarding the intake and exit of participants in the THP following the guidelines below.

a. Intake

The intake of participants shall occur between the hours of 0600 through 2200. THP staff shall complete the "Program Intake" section in its entirety in the data system provided by CDCR. Also included in the participants file will be the Activity Report, CDCR 1502 (Attachment 12) the Correctional Offender Management and Profiling Alternative Sanctions (COMPAS) assessment(s), the California Static Risk Assessment (CSRA) score and any other documents provided by DAPO will be included if available.

b. Exit

Upon participant exit, the Contractor shall complete the "Program Exit" section in its entirety in the data system provided by CDCR.

6. THP Facility and Participant Searches

The daily, weekly, and monthly searches of the THP facility and its participants for contraband shall be conducted per CDCR standards (CCR Sections 3006 and 3287 and Department Operations Manual (DOM) Section 52050.18). These searches shall include securing and handling contraband pending the AOR's disposition. Participants returning to the THP facility shall be subject to search by staff.

7. THP Staff's Use of Physical Force and Restraints

THP staff is prohibited from the use of physical force on participants except in self-defense and protection of others. THP staff shall abide by CDCR's Use of Force Policy (CCR Sections 3268 and 3268.1). Staff's use of weapons, chemicals and restraints are prohibited. In all instances, THP staff's use of physical force on a participant shall be documented in compliance with CDCR incident and altercation reports and submitted on Incident Report, CDCR 2284 (Attachment 13) to CDCR within 24 hours of the incident.

8. Emergency Procedures

In the event of an emergency situation at the THP facility, THP staff shall immediately call 911 and inform DRP staff as soon as possible.

9. Mutual Aid Agreements

The Contractor shall have written mutual aid agreements with related public and private social service agencies to be activated in emergencies including situations requiring immediate closure of the THP facility.

C. Fire Prevention and Safety

The Contractor shall within fourteen (14) calendar days of the executed agreement have written policies and procedures pertaining to fire prevention and safety requirements, which include, but are not limited to:

1. Fire Safety Inspections and Reports

The THP shall be inspected, prior to facility activation, for conformity with fire safety requirements pursuant to Health and Safety Code (H&SC) Section 13143.6. The original Fire Safety Inspection Request form (STD. 850), or city equivalent, shall be completed in accordance with the H&SC and any other State, county or local ordinance and must include the maximum occupancy and expiration date. A new inspection is required when changes are made to the existing facility, such as room additions, kitchen expansions, Americans with Disabilities compliance, etc. One copy of the approved request shall be submitted to CDCR at the time of bid submittal. (refer to Physical Site Visit Evaluation, Attachment 14).

2. Fire Evacuation and Emergency Procedures

At a minimum, written evacuation and emergency procedures shall include instructions for the following:

- a. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
- b. Alert notification and/or evacuation of all occupants;
- c. Notification of authorities and CDCR;
- d. Control and the extinguishing of fires; and
- e. Evacuation routes and procedures.

3. Emergency Evacuation Training

All THP staff shall be trained in the implementation of emergency procedures within 24 hours of their initial employment. In addition, emergency training is to be included in annual refresher training given to all personnel. All training shall be documented and maintained in staff files for compliance.

4. Quarterly Emergency Evacuation Drills

The Contractor shall conduct and document quarterly emergency evacuation drills at the THP facility. Documentation of each drill shall include the date and time of day; the evacuation path used; the number of staff, participants and visitors who participated; the amount of time it took to complete the drill; and comments.

D. Annual Health and Safety Inspections

The THP facility shall comply with all mandated public health and sanitation codes and receive an annual inspection from a public health agency with a copy of the subsequent report submitted to the DRP Program Analyst. If unable to obtain, the

Contractor shall provide documentation that they contacted the appropriate agency (e.g., date, contact person, reason).

E. Substance Use Disorder Testing of Participants

The Contractor shall conduct and document drug screen testing and results and maintain written policies and procedure in their Operations Manual. Participants shall be required to participate in random breathalyzer and/or urinalysis testing for alcohol and drugs at least once a week. All positive breathalyzer and/or urinalysis test results shall be reported to the AOR and Program Parole Agent within 24-hours, via e-mail and/or in writing.

F. Inventory and Control of Hand Tools and Hazardous/Toxic and Volatile Substances (HTVS)

The Contractor shall have written policies and procedures for the THP's facility inventory and control of hand tools and HTVS to ensure these items and substances are secured and managed in a manner that minimizes the risks to staff, visitors, the general public and participants. All hand tools shall be accounted for at all times with a written inventory and with a check-out and return system, such as the shadow board technique. All hand tools shall be secured in a locked cabinet or tool chest when not in use.

All HTVS at the THP facility shall be received, stored, dispensed and disposed of in accordance with the DOM Section 52030.1. HTVS shall not be stored in sleeping areas, furnace areas, kitchens or dining areas, nor in close proximity to the stored food or kitchen supplies. Material Safety Data Sheets (MSDS) shall be maintained on-site for all HTVS used in the THP facility. The applicable MSDS shall be openly displayed and immediately accessible to staff and participants wherever these substances are used. Staff and participants shall also receive documented training on the safe use of these substances.

Flammable substances such as gasoline, kerosene and paint thinner shall be stored outside the THP's facility main structure in approved containers inside properly ventilated and labeled fireproof cabinets. If outside storage is not available, all flammable substances shall be stored in approved containers away from living areas, kitchen and other areas with frequent access. All substances shall be stored in accordance to local fire codes.

G. Participants' Use of Hand Tools and Equipment

The Contractor shall maintain written policies and procedures in accordance with CDCR policy that ensure THP participants receive documented safety training on the use of hand tools and equipment they are permitted to use. The Contractor shall place documentation in the participant's case file for subsequent review by CDCR in the event of a participant accident or injury while using such items.

H. Daily Activity Log

The Contractor shall maintain a permanent and bound logbook for daily entries on routine and emergency situations. All entries shall be made in ink on consecutive lines and pages (no skipped lines or pages) and staff making the entry shall sign and

date the entry. The daily activity log is subject to CDCR review and shall be retained for a minimum of three (3) years.

I. Participant Appeals, Inmate/Parolee Request for Interview, Item, or Service, and Reasonable Modification or Accommodation Request

The Contractor shall develop and maintain written policies and procedures, within fourteen (14) calendar days of the executed agreement on participant appeals (pursuant to CCR, Title 15, Section 3084), Inmate/Parolee Request for Interview, Item, or Service, and Reasonable Modification or Accommodation Request (CCR, Title 15, Section 3085) which shall conform in all respects to CDCR standards and include the following components:

1. The Inmate/Parolee Request for Interview, Item, or Service, CDCR 22 (Attachment 15), the Inmate/Parolee Appeal, CDCR 602 (Attachment 16), and the Reasonable Modification or Accommodation Request Form, CDCR 1824 (Attachment 9) shall be openly accessible to THP participants;
2. Completed CDCR 22, CDCR 602, and CDCR 1824 forms shall be properly accounted for, with copies placed in the participants' case files;
3. Completed CDCR 22, CDCR 602, and CDCR 1824 forms shall be promptly transmitted without alteration and interference to the AOR or Program Parole Agent;
4. The name, title and address of the THP's CDCR designated Appeals Coordinator shall be posted and accessible to all participants;
5. Participants shall remain free of staff coercion and retaliation after filing an appeal or a request for reasonable modification or accommodation;
6. The Contractor shall maintain a locked box for participants to deposit completed appeals and requests for reasonable modification or accommodation. The box shall be accessible only to CDCR staff;
7. The AOR shall respond to Requests for Interview, Item or Service, CDCR 22 (Attachment 15) by making a decision or acting on the form. If the participant is dissatisfied or disagrees with the AOR's response, he or she may submit the completed Inmate/Parolee Request for Interview, Item, or Service, CDCR 22 (Attachment 15), with Section C completed to the AOR's supervisor;
8. Inmate/Parolee Appeal, CDCR 602 (Attachment 16) should be submitted to the Regional Appeals Coordinator;
9. The first level of response regarding a CDCR 602 shall be rendered by the DAPO District Administrator for that parole region. If dissatisfied with that decision, the parolee may pursue a second level appeal from the Regional Parole Administrator for that parole region. If dissatisfied with that decision, the third level of appeal is to the Chief of the Inmate Appeals Branch;
10. Reasonable Modification or Accommodation Request Form, CDCR 1824 (Attachment 9) should be forwarded directly to the Parole Litigation Unit.

J. Off-Site Community Service Work

All off-site community service work shall be approved in advance by the AOR, Program Parole Agent or designee to help assure that public safety issues are thoroughly addressed and that the proposed work site and working conditions present no unreasonable safety risk to the participating participants. All off-site work shall be for public agencies or private non-profit agencies in the performance of work that would otherwise not be done by paid public or contracted employees.

VIII. PERFORMANCE MEASURES AND SERVICE DELIVERY COMPLIANCE

A. Performance Measures

CDCR reserves the right to develop, institute and regulate a series of program performance measures to monitor and enhance THP service delivery system components. The CDCR reserves the right to implement these measures at any point during the duration of this contract.

B. Program Service Delivery Compliance

The Contractor shall:

1. Provide participants with programming and services according to the principles of evidence-based programming and as determined by evidence-based individual risks and needs assessments;
2. Document participant's activities and identify to the AOR, Program Parole Agent or designee, those participants requiring disciplinary actions;
3. Identify and track outcome measures for each of the program components and measure the progress of the participant against the goals in the participant's CMP. DRP and DAPO reserve the right to set deliverables, outcome measures and or data requirements to the contractor;
4. Document programming, services, referrals, changes in risk and needs and progress for all participants on a weekly basis in the participants' progress notes and updates to the CMP. The CMP shall document all program and services delivered, including the number of hours of participation in each area;
5. Monitor and report program utilization, and service participation weekly, in accordance with this contract;
6. Comply with all applicable rules and regulations regarding confidentiality and retention schedules of participant records and information; and
7. Employ professional, competent, skilled staff and have a plan for staff performance and disciplinary reporting. All staff shall satisfy requirements for security clearances, training, certification and professional development as defined by CDCR's rules and regulations.

IX. PERSONNEL POLICIES AND PROCEDURES

The Contractor shall provide the required staff for the overall administration of the program in compliance with State and County rules, directives and evidence-based

practices. The Contractor's key staff positions and responsibilities are listed below; however, actual classification titles may vary. During all hours of operation, all minimum staffing ratios for Caseworker and Monitor shall be adhered to, one of which must be journey level. Journey level staff is defined as an employee who has at least one (1) year of experience working for an adult community correctional program or In-prison program.

The Contractor shall provide effective 24-hour per day coverage; seven calendar days a week. Contractors having more than one contract shall not use full-time THP staff for other contracts. Full time THP staff position, shall not supervise or provide program services to individuals who are not a part of the THP population. Full time staff is defined as an employee who works 40 hours in a week at the THP facility. Part-time THP staff may be allowed to work with non-THP contracts in which case the THP employee's projected time base for each contract shall be noted in the required staffing plan.

A. Key Staff Positions

The staff descriptions of the required THP positions and minimum staffing ratios include:

1. Program Director/Center Manager – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Ultimate responsibility for the supervision of all program staff positions. If necessary, substitute for, and adequately perform all duties of any other paid staff;
- b. Oversee the implementation and provision of all THP program components, services and activities;
- c. Ensure compliance with CDCR's administrative and fiscal regulations in accordance with the contract provisions;
- d. Ensure operational costs do not exceed the funding generated by the program per diem rate; and
- e. Possess the interpersonal skills that allow effective interaction with varied staff and participant groups.

Minimum Qualifications: Possess either one of the following requirements: 1) a four (4) year degree in the Social Sciences or a related field and one year of experience working with a criminal justice or related population; or 2) a minimum of 60 college units and four (4) years of staff supervisory experience working with a criminal justice or related population; or 3) a high school diploma or equivalent and six years of staff supervisory experience working with a criminal justice or related population.

2. Casework Supervisor/Assistant Center Manager – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Ensure timely completion of all participant orientations to the THP and development of all participant CMPs;

- b. Ensure timely completion and submission of any participant program extension requests;
- c. Coordination and efficient management of program services, casework functions and supervision of caseworkers, job developer and monitor staff;
- d. Monitor the procedures governing casework services, strategize the sequence of services and ensure participants are in compliance with their CMP;
- e. Monitor participants' progress and recommend to the Caseworker, Monitors, CDCR staff and participants corrective measures when progress is substandard;
- f. Provide supervision and direction to Caseworkers, Job Developer, and Monitors to ensure they perform their duties according to the provisions of the contract and local policy;
- g. Ensure secure storage of all participant records;
- h. Participate in monthly case conferences of all participants; and
- i. Assume the Center Manager responsibilities when the Center Manager is absent and may assume various duties as delegated by the Center Manager in assisting with overall management of the facility.

Minimum Qualifications: Possess either a (4) year degree in Social Sciences or a related field, or equivalent and two (2) years of experience supervising casework staff working with a criminal justice or related population.

3. Caseworker – (Part-Time or Full-Time Positions)

Responsibilities include, but shall not be limited to, the following:

- a. Deliver all program components and all other services, except for those provided by the Job Developer;
- b. Conduct needs assessments for all participants;
- c. Prepare, review and update CMPs for all participants;
- d. Monitor participant progress and confer regularly with CDCR staff concerning program progress and transition planning; and
- e. Document progress and all services provided in the participants' files (including employment effort/status, individual and group counseling, case conference results, referral services and disciplinary information).

Minimum Qualifications: Possess either a Bachelor's degree in Social Sciences or a related field; or a high school diploma or equivalent and a minimum of two (2) years' experience working with a criminal justice or related population.

The Contractor is required to have a maximum Caseworker to participant caseload ratio of one (1) Caseworker to twelve (12) participants (1:12).

4. Job Developer – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Actively collaborate with area employers to create job opportunities for participants;
- b. Notify prospective employers of the Work Opportunity Tax Credit, the fidelity bonding incentive and any other benefit for hiring participants (Refer to the United States Department of Labor Employment and Training Administration, www.doleta.gov website for additional information); and
- c. Prepare and update a monthly roster of those employers willing to hire participants and provide the roster to CDCR upon request. In addition, correspond with the AOR prior to placement to ensure there are no limitations of job location and or job types.
- d. Have basic knowledge on how to mentor the client in disclosing appropriate information regarding past convictions and/or parole status to potential employers;
- e. Have basic knowledge of the criminal record expungement process, the benefits of completing the process, and/or the ability to provide information or a referral on how to expunge a criminal record, or obtain a Certificate of Rehabilitation;
- f. Provide counseling and other employability services to the participants and assist them in analyzing and evaluating their employment, assets and aptitudes, provide information on occupational opportunities, job requirements, training and rehabilitation resources, assist in formulating plans to achieve occupational goals and refer them to appropriate employers, training and educational facilities or other community agencies and organizations, if applicable;
- g. Assess participants to determine employment, training and Career Technical Education (CTE) needs and coordinate referrals with Program Director and other assigned staff;
- h. Provide employment services including resume writing, mock interviews, time management, how to get along with others in a work environment, and how to follow instructions;
- i. Assist participants to become prepared for the workforce;
- j. Assist participants in locating and securing employment, educational services, or CTE training;
- k. Assist participants in assembling the necessary documents to legally work within California and completing their initial résumé;
- l. Assist with the recruitment of participants on parole;
- m. Work with participants once they have been placed into employment;
- n. Obtain verification of participant employment;

- o. Work with participants to address issues that may arise after job placement; and
- p. Assist participants who lose their job in again securing job placement.

Minimum Qualifications: Possess either a Bachelor's degree in Social Sciences or a related field; or a high school diploma or equivalent and a minimum of two (2) years' experience as a Job Developer or similar position.

5. Monitor (Part-Time or Full-Time Positions)

Responsibilities include, but shall not be limited to, the following:

- a. Monitor facility and participants after business hours, seven days a week, including holidays; and
- b. Assist Caseworker with the delivery of participant services and activities, as necessary.

Minimum Qualifications: Be at least 21 years of age and possess either a high school diploma or equivalent. Possess good interpersonal, written and communication skills.

The Contractor is required to have a minimum Monitor to participant ratio of one (1) Monitor to eighteen (18) participants' ratio of (1:18) on duty 24-hours per day.

6. Administrative Staff – One Full-Time Position

Responsibilities include, but shall not be limited to, the following:

- a. Possess good oral and written communication and typing skills; and
- b. Function as the THP's receptionist and perform other office clerical duties within the THP facility.

Minimum Qualifications: Be at least 21 years of age and possess either a high school diploma or equivalent. Possess good interpersonal, written communication and typing skills.

7. Cook/Assistant Cook – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Efficient operation of the culinary area;
- b. Cook for the THP population;
- c. Develop and follow approved menus that meet nutritional standards consistent with CDCR's DOM Section 54080;
- d. Taste test all food prior to serving it to the participants and reserve a sampling of each meal for 24 hours to determine possible food contamination;

- e. Be responsible for purchasing and properly storing food, planning and serving meals, and ensuring the culinary area meets State and local health department sanitation requirements; and
- f. Develop written procedures for dispensing and retrieving all utensils during and after meal periods.

Minimum Qualifications: Be at least 21 years of age and possess a valid California Food Handlers Card. Cooks will possess either a high school diploma or equivalent and one year of culinary work experience. Assistant Cooks will possess either a high school diploma or equivalent.

B. Recruiting, Screening and Security Clearances

The Contractor shall have written personnel policies and procedures that include but are not limited to:

1. Security Clearance Process

- a. CDCR shall ensure all current and potential Contractor staff, volunteers and any individual who will be in regular contact with the participants undergo a thorough security clearance (refer to Authorization for Security Clearance, Attachment 17), which shall include a Live Scan background check. All staff must be a minimum of 21 years of age.
- b. All Live Scan fees associated with the background check shall be borne by the Contractor.
- c. Potential staff shall complete a Live Scan at a location approved by the Department of Justice (DOJ). The results shall be submitted to CDCR by DOJ.
- d. CDCR shall review the Live Scan reports to ensure Contractor staff, volunteers and any individual who will be in regular contact with the participants meet all CDCR mandates and requirements.
- e. On a case-by-case basis, CDCR shall grant provisional clearances for hire until such time as the formal security clearance is completed. CDCR reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate security clearances.
- f. Criteria for denial or approval of security clearances include, but are not limited to, the following:
 - i. The Contractor shall not employ individuals required to register as a sex offender pursuant to PC Section 290.
 - ii. The Contractor shall not employ individuals with a conviction history involving drug trafficking in a prison/jail, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or any violations of PC Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses).

- iii. The Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation.
- iv. Contractor staff, volunteers and any individual who will be in regular contact with the participants shall not be on active parole or probation or under any structured supervision as a result of criminal conduct.
- g. Certain applicants, volunteers, and subcontractors will require management review because of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts. The DRP Chief of Community Reentry Services (CRS) or designee shall review the following ex-offenders on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with DRP participants:
 - i. Ex-offenders required to register according to H&SC Section 11590 and/or PC Section 457.1 shall (A) have completed their registration requirements, or (B) be reviewed on a case-by-case basis and approved or denied by the DRP Chief of CRS or designee.
 - ii. Ex-offenders with a conviction history involving a serious felony offense as defined by PC Section 1192.7 shall be reviewed on a case-by-case basis and approved or denied by the DRP Chief of CRS or designee.
 - iii. Ex-offenders with a conviction history involving a violent felony offense as defined by PC Section 667.5(c) shall be reviewed on a case-by-case basis and approved or denied by the DRP Chief of CRS or designee.
- h. An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any business-related administrative function shall be fully bonded to cover any potential loss to the State or the Contractor. Evidence of the bond shall be supplied to DRP prior to employment of the ex-offender.

C. Staffing Plan

The Contractor shall develop and maintain a staffing plan which addresses their ability to maintain full staffing levels of all program components, the recruitment and selection process for new hires and the ability to staff the program at the level necessary to meet contractual obligations. The staffing plan must also address contingencies for staffing shortages or other operational emergencies. The staffing plan shall identify part-time THP staff and the projected time base the THP staff will be allocated to THP.

The staffing plan shall be maintained throughout the term of this contract and updated annually, unless more frequent updates are requested by DRP. Revisions to the staffing plan shall be made whenever a change in staffing demand occurs.

The staffing plan shall be submitted at the time of bid submission and made available upon CDCR's request. The Contractor shall submit job descriptions on all staff positions upon contract award to the DRP Program Analyst. The job description must include the minimum qualifications and the tasks associated with each position.

Copies of the employment applications, resumes, and diplomas documenting work experience and/or education used to meet the requirements for each position shall be submitted to CDCR at time of contract award and as staff recruitment occurs. The staffing plan shall be in accordance with established staffing ratios and the Daily Bed Per Diem Rate Sheet (Exhibit B-1.1)

a. Waivers to the Minimum Qualifications

The Contractor shall make reasonable attempts to fill all positions with a qualified candidate(s). The Contractor may submit form Exemption Request Waiver to Minimum Qualifications (Attachment 18) to the DRP Program Analyst to hire an individual who does not meet minimum qualifications Requests for a waiver will be considered on a case-by-case basis and will be granted only temporarily (not to exceed one year) while the Contractor continues to seek a qualified individual or until the hired individual becomes qualified, whichever occurs first. A waiver of the minimum qualifications must be approved by the DRP Staff Services Manager II or designee.

D. Employment Practices

The Contractor shall develop and maintain, within fourteen (14) calendar days of the executed agreement policies related to employment practices in the areas of:

1. Work Hours and Overtime;
2. Staff Benefits (e.g., vacation, sick leave, insurance, retirement, etc.);
3. Promotions;
4. Pay Increases; and
5. Hiring and Termination Conditions.

E. Employee Performance Evaluations

All Contractor staff shall be held to standards as determined through the Contractor's Human Resource Department.

F. Staff Training

The Contractor shall ensure staff participation in training programs that clearly define the knowledge and skills necessary for the effective management of participants and the supervision of their activities specific to the THP, such as LTO responsivity training. This training may be done in collaboration with CDCR.

The Contractor shall provide documented evidence that its employees receive 40 hours of applicable orientation and training within their first year on the job and 40 hours of in-service training annually thereafter. The documented evidence shall include an individual training plan maintained for each employee that shows a chronology of the dates when the training took place and the classes taken. The training plan shall be maintained in the employee's personnel file.

The Contractor shall ensure staff availability for initial orientation and ongoing training pursuant to California laws and CDCR's rules, regulations, policies and procedures.

G. First Aid

All THP staff shall be trained in first aid and Cardio Pulmonary Resuscitation (CPR), within the first six weeks of employment and biannually thereafter. A valid certificate of completion shall be maintained in the employees' personnel files.

H. Discrimination Clause and Sexual Harassment Policy

The Contractor shall have a sexual harassment policy in compliance with State and Federal laws. The Contractor shall not discriminate against any employee or job applicant because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.

I. Nepotism Policy

The Contractor shall develop and maintain, within fourteen (14) calendar days of the executed agreement a policy on nepotism in accordance with CDCR's rules, regulations, policy and procedures that prohibits direct supervision and work performance evaluations of immediate family members. Exceptions to this policy shall require CDCR's prior written approval of a DRP Program Analyst.

J. Fraternization Policy

The Contractor shall comply with CCR, Title 15, Section 3400, Familiarity, which prohibits employees from fraternizing with participants and their families.

K. Resignations, Separations and Vacancies

The Contractor shall report in writing and submit copies to DRP of any resignation, reassignment or dismissal of the Program Director/Center Manager within two (2) calendar days and any other personnel within five (5) calendar days of separation from employment or assignment change.

All staff vacancies shall be brought to the immediate attention of the DRP Program Analyst. If any contracted employee is unable to perform assigned duties due to vacation, illness, dismissal, resignation or other factors beyond the Contractor's control, the Contractor shall ensure that experienced temporary personnel are made available within 48-hours and shall remain until the hiring process is completed. The Contractor may fill temporary vacancies internally by a temporary reassignment of existing qualified staff. Contractors shall have forty-five (45) days to fill a vacant position. A vacant position shall not be deemed vacant in the event that the Contractor is using contract staff or overtime to fulfill the duties of the position for the first forty-five (45) days. Beginning on the forty-six (46) calendar day that the position remains vacant, the Contractor shall track the date position is vacated, the days, the work hours and salaries and benefits of each vacancy and make appropriate deductions from the next monthly invoice. CDCR may assess vacant position deduction in an amount equal to the daily rate (salary and benefits) for such position per day while it remains vacant. Contractor shall not circumvent the imposition of vacant position deduction by multiple short-term or rotation of staff assignments in a position. CDCR reserves the right to execute a vacant position deduction when applicable. Withholding of payment as vacant position deduction does not relieve the Contractor of any of its obligations under the Agreement.

Assessment of vacant position deduction will not preclude CDCR from terminating this Agreement for breach as provided herein.

X. CDCR RESPONSIBILITIES

- A. DRP in conjunction with DAPO will determine eligibility for placement, targeting (but not solely limiting to) participants who are within their first year of release and have a moderate to high CSRA score and a medium to high COMPAS Reentry identified need.
- B. DAPO shall refer participants to the Contractor. Referrals shall be confirmed on an Activity Report, CDCR 1502 (Attachment 12). Final program placement must be approved by the AOR.
- C. DRP shall facilitate communication and collaboration between DRP, DAPO and the Contractor regarding participant related activities, progress on the participant's CMP, and discharge plans.
- D. DRP shall conference in person or by telephone with the Contractor as often as necessary, to review progress. The reviews shall include, but not be limited to, assisting the Contractor in implementation, problem-solving, quality assurance, performance objectives and related issues.
- E. DRP and DAPO will work collaboratively with the Contractor to ensure there are no contradictions in the CMPs in addition to ensuring services complement each other to improve the participant's success in the THP.
- F. DRP and DAPO will work collaboratively with the Contractor to allow the LTO PRNN meetings in the local geographical area to be held in the THP facility upon availability.
- G. DRP shall provide ongoing training to Contractor's staff on changes or updates to CDCR rules and regulations, policies and procedures that might impact program operations.
- H. DRP and DAPO shall provide technical assistance to the Contractor regarding program operations as needed.
- I. DRP will work with the Contractor during activation and program implementation. Each Contractor shall be assigned a DRP Program Analyst(s), whose role will include, but is not limited to: monitoring the progress of the Contractor in achieving stated goals and objectives within the timeline identified in the contract, the services being provided, participants' interaction with staff and each other and the environment of the THP.
- J. DRP shall have reviewed and approved all Contractor protocols or revisions by prior to implementation.
- K. DRP in conjunction with DAPO shall monitor and coordinate with the Contractor to identify and provide solutions to issues with referrals, capacity and other program related issues.
- L. DRP shall review, monitor, track and report program utilization on a daily basis.
- M. DRP shall review the Contractor's invoices for accuracy and reimburse for services

provided. Ensure invoices are processed within required timeframes. Expenses reimbursed by the CDCR shall be subject to PAR and will be adjusted to reflect the audited actual allowable costs incurred.

- N. DRP shall monitor contract compliance through site visits and PARs. Review written responses to Notice of Deficiency letters to determine whether the corrective actions outlined in the submitted CAP by the Contractor address the PAR finding(s). Schedule follow-up PARs to ensure compliance with Contractor submitted CAPs.
- O. The AOR shall participate in the participant's progress in development of the discharge plan for the participant through case conferences with the Contractor.
- P. DRP shall conduct a physical site visit evaluation prior to the Contractor signing the contract on a pass, pass pending improvements, or fail basis in accordance with the Physical Site Visit Evaluation (Attachment 14). The proposed facility will not be approved unless it is in compliance with all federal, state and local laws, regulations, standards, ordinances and codes.

XI. STANDARD CONSIDERATIONS

A. Extension/Expansions/Reductions

If it is determined to be in the best interest of the State, upon agreement between CDCR and the Contractor, the State may extend this Agreement for one (1) or two (2) optional year terms in accordance with the optional year rate sheets submitted at the time of bid.

CDCR reserves the right to expand the contracted services, which may include an increase in the number of participants. If the contracted services are expanded, the Contractor shall be permitted to increase staffing levels proportionately and consistently with the original Agreement. Expansions will require an amendment to the Agreement and are solely at the discretion of the CDCR.

CDCR reserves the right to reduce the contracted services, which may include a decrease in the number of participants or an adjustment in the length of treatment for each participant. If the contracted services are reduced, the Contractor shall decrease staffing levels proportionately and consistently with the original Agreement. Reductions will require an amendment to the Agreement and are solely at the discretion of the CDCR.

XII. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

A. Billing/Payment Issues

Headquarters Accounting Office
Phone No.: (916) 255-2042
Fax No.: (916) 255-5418

B. Scope of Work/Performance Issues

Division of Rehabilitative Programs
Phone No.: (916) 327-7685
Fax No.: (916) 445-4439

C. General Contract Issues

Office of Business Services
Phone No.: (916) 255-5624
Fax No.: (916) 255-6187

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER C5607635
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR'S NAME

KINGDOM BUILDERS CHRISTIAN FELLOWSHIP MINISTRIES, INC.

2. The term of this Agreement is:

Upon Approval through June 30, 2020

3. The maximum amount of this Agreement is:

\$3,453,350.00

Three Million, Four Hundred Fifty-Three Thousand, Three Hundred Fifty Dollars and Zero Cents

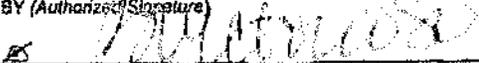
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A -- Scope of Work	43 pages
Exhibit A-1 -- HIV Precaution	4 pages
Exhibit A-2 -- Definitions for Transitional Housing Program	3 pages
Exhibit A-3 -- Transitional Housing Program Location	1 page
Exhibit B -- Budget Detail and Payment Provisions	2 pages
Exhibit B-1.1 -- Daily Bed Per Diem Rate Sheet	1 page
Exhibit B-2 -- Daily Bed Per Diem Rate Sheet Summary	1 page
Exhibit C* -- General Terms and Conditions	GTC 04/2017
Exhibit D - Special Terms and Conditions	20 pages
Exhibit E -- HIPAA Business Associates Agreement	15 pages
Exhibit F -- Prison Rape Elimination Policy-Volunteer/Contractor Information Sheet	2 pages
Exhibit G -- Automated Reentry Management System (ARMS) Data Sharing Security Agreement	12 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.cdpr.ca.gov/contractors/contractors.html>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <div style="border: 2px solid black; padding: 10px; display: inline-block;"> APPROVED NOV - 7 2017 </div>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Kingdom Builders Christian Fellowship Ministries, Inc.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	11/7/17	
PRINTED NAME AND TITLE OF PERSON SIGNING		
L. J. JENNINGS, President		
ADDRESS		
7272 MacArthur Boulevard, Oakland, CA 94605		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Corrections and Rehabilitation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	10/24/17	
PRINTED NAME AND TITLE OF PERSON SIGNING		
BEDETH VICTORIOSO, Chief, Service Contracts Section		
ADDRESS		
9838 Old Placerville Road, Suite B2, Sacramento, CA 95827		

Exempt per:

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Kingdom Builders Christian Fellowship Ministries, Inc.		2. FEDERAL I.D. NUMBER [REDACTED]
3. AGENCY TRANSMITTING AGREEMENT California Department of Corrections and Rehabilitation	4. DIVISION, BUREAU, OR OTHER UNIT Division of Rehabilitative Programs	5. AGENCY BILLING CODE 16731
6a. CONTRACT ANALYST NAME Rosalind Scott	6b. EMAIL rosalind.scott@cdcr.ca.gov	6c. PHONE NUMBER (916) 255-6138

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)
 PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES
 Transitional Housing Program (THP) – Site Location 3 – Alameda County

9. AGREEMENT OUTLINE (Include reason for Agreement; Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

This Agreement is necessary to provide transitional housing program services to assist parolees with life skills and successful reintegration back into the community. The THP is a residential program that will provide housing, meals, support services and resources, programming, and supervision in a safe, clean, drug-free environment. The THP focuses on a compilation of services that address each individual participant's needs.

10. PAYMENT TERMS (More than one may apply)
 Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ of _____ %
 Reimbursement / Revenue
 Other (Explain) Monthly In Arrears.

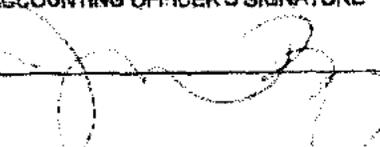
11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	5225-008-0001	17/18	14	2017	\$840,000.00
General Fund	5225-008-0001	18/19	Pending	2018	\$1,295,750.00
General Fund	5225-008-0001	19/20	Pending	2019	\$1,317,600.00

OBJECT CODE
 G/L Account: 9032641800 / Cost Center: 0651100000 / Functional Area: 3105020
 AGREEMENT TOTAL **\$3,453,350.00**

OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$840,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.
 TOTAL AMOUNT ENCUMBERED TO DATE **\$840,000.00**

ACCOUNTING OFFICER'S SIGNATURE 	ACCOUNTING OFFICER'S NAME (Print or Type) Jessica Fernandez	DATE SIGNED 10/19/17
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STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
--	-------------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	Upon Approval	06/30/2020	\$3,453,350.00	BID
Amendment 1				
Amendment 2				
TOTAL			\$3,453,350.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

On July 6, 2017, the service solicitation was advertised on FiScal. Thirty-three (33) potential bidders viewed and downloaded the bid package and one (1) bid was received for this site location. Kingdom Builders Christian Fellowship Ministries, Inc. was awarded the bid in the Average Per Diem Rate of \$71.00.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER. EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The rate that has been agreed upon is determined to be fair and reasonable based on average historical costs of similar services.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a) The State Personnel Board has been so notified
 Contracting out is justified based on Government Code 19130(b) When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1)

AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Bedeth Victorioso	DATE SIGNED 
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18. FOR AGREEMENTS IN EXCESS OF \$5,000 Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.107? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement

Refer to CDCR 1818-Exempt per CCR, Title 15, Article 8 Section 3475(a)(3) dated June 30, 2017.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Rosalind Scott, Associate Contract Analyst	DATE SIGNED Oct 5, 2017
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AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

GC § 19130(b)(3): The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

This contract requires residential programming, meals, support services, community resources and supervision in a safe, clean, drug-free environment. The Contractor is required to assist the parolee population in reintegrating back into the community by providing life skills training, job preparation, family reunification, anger and stress management, substance abuse education and victim awareness. In order to reduce recidivism, the services within this contract require expert knowledge, experience and ability which are not available through the civil service system. Due to the highly specialized nature of this contract, the services are not available within civil service.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE (Print or Type) Bedeth Victorioso, Section Chief	DATE SIGNED 10/11/17
PHONE NUMBER (916) 255-6147	STREET ADDRESS 9838 Old Placerville Road, Suite B-2	
EMAIL bedeth.victorioso@cdcr.ca.gov	CITY Sacramento	STATE ZIP CA 95827

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER C5607635
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR'S NAME

KINGDOM BUILDERS CHRISTIAN FELLOWSHIP MINISTRIES, INC.

2. The term of this Agreement is: **Upon Approval through June 30, 2020**

3. The maximum amount of this Agreement is: **\$3,453,350.00**
 Three Million, Four Hundred Fifty-Three Thousand, Three Hundred Fifty Dollars and Zero Cents

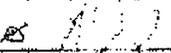
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A -- Scope of Work	43 pages
Exhibit A-1 -- HIV Precaution	4 pages
Exhibit A-2 -- Definitions for Transitional Housing Program	3 pages
Exhibit A-3 -- Transitional Housing Program Location	1 page
Exhibit B -- Budget Detail and Payment Provisions	2 pages
Exhibit B-1.1 -- Daily Bed Per Diem Rate Sheet	1 page
Exhibit B-2 -- Daily Bed Per Diem Rate Sheet Summary	1 page
Exhibit C* -- General Terms and Conditions	GTC 04/2017
Exhibit D -- Special Terms and Conditions	20 pages
Exhibit E -- HIPAA Business Associates Agreement	15 pages
Exhibit F -- Prison Rape Elimination Policy-Volunteer/Contractor Information Sheet	2 pages
Exhibit G -- Automated Reentry Management System (ARMS) Data Sharing Security Agreement	12 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.doc.ca.gov/procurement/contracts/contracts.html>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> APPROVED NOV - 7 2017 </div>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Kingdom Builders Christian Fellowship Ministries, Inc.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	11/7/17	
PRINTED NAME AND TITLE OF PERSON SIGNING		
L. J. JENNINGS, President		
ADDRESS		
7272 MacArthur Boulevard, Oakland, CA 94605		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Corrections and Rehabilitation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	10/24/17	
PRINTED NAME AND TITLE OF PERSON SIGNING		
BEDETH VICTORIOSO, Chief, Service Contracts Section		
ADDRESS		
9838 Old Placerville Road, Suite B2, Sacramento, CA 95827		

Exempt per:

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Kingdom Builders Christian Fellowship Ministries, Inc.		2. FEDERAL I.D. NUMBER [REDACTED]
3. AGENCY TRANSMITTING AGREEMENT California Department of Corrections and Rehabilitation	4. DIVISION, BUREAU, OR OTHER UNIT Division of Rehabilitative Programs	5. AGENCY BILLING CODE 16731
6a. CONTRACT ANALYST NAME Rosalind Scott	6b. EMAIL rosalind.scott@cdcr.ca.gov	6c. PHONE NUMBER (916) 255-6138

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)
 PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES
 Transitional Housing Program (THP) - Site Location 3 - Alameda County

9. AGREEMENT OUTLINE (Include reason for Agreement; identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 This Agreement is necessary to provide transitional housing program services to assist parolees with life skills, and successful reintegration back into the community. The THP is a residential program that will provide housing, meals, support services and resources, programming, and supervision in a safe, clean, drug-free environment. The THP focuses on a compilation of services that address each individual participant's needs.

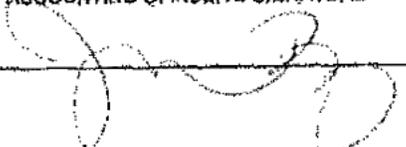
10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ of _____ %
 Reimbursement / Revenue
 Other (Explain) Monthly In Arrears.

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	5225-008-0001	17/18	14	2017	\$840,000.00
General Fund	5225-008-0001	18/19	Pending	2018	\$1,295,750.00
General Fund	5225-008-0001	19/20	Pending	2019	\$1,317,600.00

OBJECT CODE G/L Account: 9032641800 / Cost Center: 0651100000 / Functional Area: 3105020	AGREEMENT TOTAL	\$3,453,350.00
OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$840,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$0.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE	\$840,000.00

ACCOUNTING OFFICER'S SIGNATURE 	ACCOUNTING OFFICER'S NAME (Print or Type) Jessica Fernandez	DATE SIGNED 10/19/17
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STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	Upon Approval	06/30/2020	\$3,453,350.00	BID
Amendment 1				
Amendment 2				
TOTAL			\$3,453,350.00	

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 Other (Explain)

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The rate that has been agreed upon is determined to be fair and reasonable based on average historical costs of similar services.

17a JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a) The State Personnel Board has been so notified
 Contracting out is justified based on Government Code 19130(b) When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Bedeth Victorioso	DATE SIGNED 10/10/17
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18 FOR AGREEMENTS IN EXCESS OF \$5,000 Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
19 HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
20 FOR CONSULTING AGREEMENTS. Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21 IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)
 No (Explain below) Yes _____ % of Agreement

Refer to CDCR 1818-Exempt per CCR, Title 15, Article 8 Section 3475(a)(3) dated June 30, 2017.

25 IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?
 No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Rosalind Scott, Associate Contract Analyst	DATE SIGNED Oct 5, 2017
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AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
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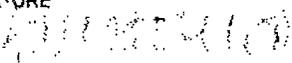
JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

GC § 19130(b)(3): The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

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The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE (Print or Type) Bedeth Victorioso, Section Chief	DATE SIGNED 10/11/17		
PHONE NUMBER (916) 255-6147	STREET ADDRESS 9838 Old Placerville Road, Suite B-2			
EMAIL bedeth.victoriosocdcrcr.ca.gov	CITY Sacramento	STATE CA	ZIP 95827	

TRANSITIONAL HOUSING PROGRAM

I. INTRODUCTION

The Contractor agrees to provide California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), with a Transitional Housing Program (THP) and all program services components in accordance with this Agreement and all applicable local, city, county and state statutes, regulations and ordinances.

The THP is a residential program that provides housing, meals, support services and resources, programming, and supervision in a safe, clean, drug-free environment. The THP focuses on a compilation of services that address each individual participant's needs. The goal of the THP is to assist parolees with life skills and successful reintegration back into the community.

The THP location will be identified upon award specified in Exhibit A-3, THP Location. The Contractor's facility shall be located within the required county and shall accommodate for up to the total number of participants listed on Exhibit B-1.1, Daily Bed Per Diem Rate Sheet.

The participant population served under the THP shall include, but not be limited to:

- a. Participants on active parole who have been referred by Division of Adult Parole Operations (DAPO) who have a need for transitional housing and/or reintegration services;
- b. Penal Code (PC) Section 290 registrants;
- c. Life Term Offenders (LTO) granted release from prison;
- d. Serious and violent offenders (e.g. PC Sections 1192.7 and 667.5); and
- e. Additional referrals deemed appropriate by DRP

Participants shall be housed for a placement of up to 180 calendar days based on assessed needs unless otherwise specified by the Board of Parole Hearings (BPH). Participants may be provided up to 185 additional days pursuant to individual needs and shall remain on active parole status while programming at the THP facility.

II. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall follow and adhere to all CDCR's rules and policies, including the California Code of Regulations (CCR), Title 15, Division 3, which can be found at <http://www.oal.ca.gov/ccr.htm>.
- B. The Contractor shall be required to provide a THP facility suitable for 24 - hour, seven days a week (including weekends and holidays) supervised housing for eligible participants.
- C. The Contractor shall have the ability to accommodate up to the total number of participants as listed on Exhibit B-1.1, Daily Bed Per Diem Rate Sheet, at any given time.
- D. The Contractor shall have in effect during the term of the contract:

- a. An approved Conditional Use Permit (CUP), from a local government agency.
- b. Or, a zoning letter issued from the municipality where the THP facility is located identifying zoning requirements.
- c. Or, documentation indicating the facility's proposed use is allowable under local jurisdiction.

CDCR shall determine if the CUP, zoning letter, or documentation provided is adequate in order for the Contractor to fulfill the terms of this agreement.

- E. The Contractor shall provide a Standard (STD) 850, Fire Safety Inspection Request or city/county equivalent, from the State Fire Marshal's Office or their designated local jurisdiction verifying that the Contractor's facility conforms to all existing life and safety requirements of the State Fire Advisory Board for the maximum occupancy of the facility. The maximum occupancy must be stated on the Fire Safety Inspection Request. The STD 850 must be current and valid and in effect during the term of the contract.
- F. The Contractor shall provide transportation for participants through the use of public and/or private transportation for program related activities. Public transportation must be located within one-half mile walking distance of the THP facility. Under no circumstances shall the Contractor provide monetary funds directly to parolees for transportation purposes.
- G. The Contractor shall furnish the THP facility with equipment and furnishings suitable to operate the program.
- H. The Contractor shall establish a trust fund on behalf of THP participants and ensure all participants save 75 percent of their net earnings once they become employed. If the participant is obligated to pay restitution, child support, or family support, the savings percentage may be reduced on a case-by-case basis upon approval of the DAPO Agent of Record (AOR). The Contractor will work with the DAPO AOR to ensure the identified financial obligation is being addressed by the parolee.
- I. The Contractor shall provide a drug-free work environment. All participants shall be required to participate in random breathalyzer and/or urinalysis testing for alcohol and drugs on a random basis and for probable cause if behavior exhibited is consistent with being under the influence.
- J. The Contractor must use an evidence-based assessment tool to determine the extent of the participant's specific program need and assist in the development of the Case Management Plan (CMP). This is defined as the secondary assessment. The Contractor shall ensure the selected assessment tool is comparable to the evidence-based assessment tools administered in prison (e.g. Texas Christian University [TCU], or equivalent). The assessment tool must be submitted to DRP Analyst(s) for CDCR review within thirty (30) days of contract award. CDCR will respond with a written approval or denial notice. If the proposed assessment tool is denied, Contractor must submit an alternative tool to CDCR for review within fifteen (15) days calendar days.

The Contractor shall be trained on implementation, interpretation and administration of their approved secondary assessment tool. The Contractor shall ensure the assessment results and its significance in developing the CMP are understood by staff.

- K. The Contractor shall develop a network of resources, including DRP programs, that benefit participant's progress toward community reintegration and sustainable permanent housing (e.g. mental health services, application assistance for health care coverage, housing assistance, participation in community service activities, employment services, and work wardrobe).
- L. The Contractor shall communicate with the DRP Program Analyst to assist the Contractor in implementation, problem solving and determining future performance objectives, as necessary.
- M. The Contractor shall maintain regular communication with the AOR and the participant, to share information regarding activities and to solicit participation in the development of the CMP.
- N. The Contractor shall comply with CDCR's incident reporting protocols. These protocols shall be provided by CDCR to the Contractor upon contract award.
- O. The Contractor shall submit physical and electronic copies of all curricula to the DRP Analyst(s) for CDCR approval, prior to use.
- P. The Contractor shall provide services that are LTO responsive and shall address LTO needs by: providing a structured environment, facilitating peer-driven support, address reintegration challenges, and linking LTOs to community resources. The Contractor shall also address LTO specific issues such as adapting to technological changes, developing pro-social networks, managing family dynamics, and dealing with the stigma of incarceration and crime.

Participants shall not be subject to any "blackout" periods or similar practices (e.g. restricting community leave passes, restricting phone access, limiting visits, etc.) as part of program intake or orientation. If a participant violates a rule during program intake or orientation, the Contractor shall adhere to their program protocols to address the violation.

III. ADMINISTRATIVE REQUIREMENTS

The Contractor is the organization that is identified on the Standard 204, Payee Data Record on file with CDCR, and is responsible for delivery of services. The Contractor shall ensure that the administrative integrity of the THP is maintained at all times in order to maintain adequate supervision. The following components must be incorporated into the scope of operations:

A. Organizational and Administrative Experience and Knowledge

The Contractor shall have at least two (2) years of experience within the last ten (10) years in the field of Community Correctional Program Management (CCPM). For purposes of this section, CCPM experience is defined as responsibility for the administration, management and operation of a facility for the purpose of reintegrating parolees and/or probationers back into society.

The Contractor's administrative experience shall include all administrative functions of a project, including fiscal, accounting, and budgeting, personnel and contract and/or grant management.

B. Organizational Structure

The Contractor shall maintain a written description and an organizational chart that outlines the structure of authority and responsibility within the THP and within the Contractor's organization. CDCR reserves the right to request a copy of the Contractor's organizational chart at any time.

C. Multiple Program Guidelines

Participants shall be housed in a single facility and the Contractor shall ensure the facility operates within the guidelines of this Agreement. Contractors having more than one program at the THP facility shall ensure that the facility has sufficient physical and operational barriers so that THP participants do not co-mingle with participants from other co-located programs. THP participants shall be afforded no less than comparable standards of living conditions as non-THP participants. THP participants shall not share: sleeping areas, programming and service schedules, or dining times, with non-THP participants.

The Contractor shall be responsible for obtaining written approval from DAPO regarding any requests for mixed populations (e.g. county, city, federal, private entity programs, etc.) that may be co-located in any THP facility. Upon DAPO's approval, the Contractor shall obtain approval from the DRP Chief or Designee. The Contractor shall provide a copy of DAPO's written approvals to the DRP Program Analyst within thirty (30) days of notification and prior to program implementation. In addition, CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the THP site and to review the criminal history of non-THP participants residing in the facility.

D. Program Eligibility

All LTOs on active parole supervision are eligible for the programs and services available through THP; however, CDCR shall have the final decision regarding program placements. CDCR retains the right to add participants at any time and CDCR retains the right to remove participants from the program at any time.

CDCR shall consider placement under the following circumstances on a case-by-case basis:

- Participants who are required to register pursuant to PC Section 457.1 (Arson);
- Participants in custody with pending local misdemeanor or felony charges, which could result in county jail time;
- Participants who are identified as members or affiliates of CDCR Security Threat Group I; and
- Participants classified as Enhanced Outpatient Program (EOP)

Participants in need of detoxification will not be placed in the THP.

E. Records System

The Contractor shall maintain complete files, either hard-copy or electronic, on all staff and participants. The files shall be located in a secure locked file storage area in a locked office at the THP facility. The Contractor shall ensure that participants do not have access to the files. The Contractor shall adhere to all confidentiality requirements of alcohol and drug use client data, in accordance with Title 42, Code of Federal Regulations (42 CFR), Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

Case files must be retained for a minimum of three (3) years following a participant's discharge from the program and made available to CDCR upon request. The Contractor shall be responsible for ensuring case files are maintained according to the requirements of this contract.

F. Computer Requirements for Data Management

The Contractor shall maintain a minimum of one computer, monitor, and printer at the THP facility for data transmissions to the CDCR. Each computer shall have internet service (broadband or better) to support electronic mail for staff members, download of CDCR software, and the ability to transmit data via Secure File Transfer Protocol (SFTP) over Secure Shell, port 22. To prevent breaches or loss of data, computers and data files shall be secured from unauthorized physical or electronic access and backed up quarterly.

G. Data Management

1. Under the "audit and evaluation" exception of 42 CFR 2.53, patient identifying information may be disclosed with either (1) a signed Parolee Release of Information (Attachment 1), or 2) a review of records on program premises in order to carry out an audit or evaluation on behalf of a State agency providing financial assistance to the program.
2. It is the intent of CDCR to implement a centralized data collection system such as the Automated Reentry Management System (ARMS). CDCR reserves the right to require the Contractor to utilize compatible computer hardware and/or software. Until such time when ARMS is implemented and operational, the Contractor shall adhere to the following data collection protocols:
 - a. The Contractor shall enter participant data into the system currently provided by CDCR that will be directly extracted to a central CDCR data repository. The Contractor shall review and approve the data on a monthly basis.
 - b. The Contractor shall maintain accurate written records and log activities in an automated tracking system compatible with CDCR Information Technology standards for program participation, indicating frequency and duration of services with beginning and ending dates.
 - c. Upon CDCR's approval, the Contractor and/or their subcontractor may use an already established system with the stipulation that it collects and produces a report containing all information required by CDCR.
 - d. The Contractor shall electronically submit accurate monthly data to CDCR, via SFTP. Monthly reports shall be submitted by the 10th calendar day of the

- following month. Other required reports shall be forwarded to the designated DRP Program Analyst(s) with the monthly invoice.
- e. The Contractor shall identify a point of contact to address data quality and systems issues. In addition, the Contractor shall designate a primary and alternate staff responsible for data entry, reporting and data exporting.
3. At such time when ARMS is implemented and operational, the Contractor shall adhere to the following protocols:
- a. Community-based providers will only have access to data in ARMS that they input into ARMS unless the participants have signed an ARMS Authorization for Release of Information, CDCR 2217 (ROI) (Attachment 2). Community-based providers shall request that each participant sign the ROI if it is not already on file. Once the ROI is complete, relevant data within ARMS will be released so that community-based providers have the basis for improved continuity of care. It is the responsibility of the community-based provider to ensure data security, as outlined in the ARMS Data Sharing Security Agreement (Exhibit G).
 - b. Data Entry Requirements: CDCR will utilize inputted data to generate reports. Data entry is required daily. The ARMS allows authorized individuals to be identified as alternates in order to input data when the primary staff is not available. It is the responsibility of the community-based provider to ensure ongoing data accuracy. For technical assistance regarding ARMS, please email ARMSRequests@cdcr.ca.gov.
4. Prior to and after ARMS implementation and operation, the Contractor shall:
- a. Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to CDCR. These policies and procedures shall include an information security policy and a disaster recovery process.
 - b. Coordinate data collection and evaluation efforts as requested by CDCR. The data to be collected shall include, at a minimum, participant demographics, assessment, services provided to the participants and outcome measures. The Contractor shall work cooperatively with CDCR or designee to provide all data collected on participants.
 - c. Ensure all participant information, including but not limited to, assessments, CMP, participation notes and program source codes be provided to CDCR staff and designated CDCR contractors or evaluators upon request.
 - d. Participate in the evaluation of the program and assist CDCR and designated evaluators in information collection efforts and program analysis.
 - e. Ensure the coordination of data collection, evaluation efforts and the submission of data and information, as requested and defined by CDCR.
 - f. Comply with the data requirement notifications, reporting timeframes and/or procedure changes thirty (30) days before the effective date of the change. CDCR reserves the right to revise the data requirements and reporting timeframes under this contract to meet the needs of the Department, without processing an amendment.

- g. Ensure that prior to releasing or distributing any participant data, program information, or operation protocols, the Contractor will give CDCR fifteen (15) days advance notice of such a request and allow CDCR to review and approve.
- h. Provide all data collected to CDCR within thirty (30) days of contract termination.

H. Participant Reports

The Contractor shall maintain a Daily Register/Count of participation reflecting each participant in the program by close of business of the preceding day. The Contractor shall electronically submit Daily Register/Count of participation reports to the DRP Analyst(s) on a daily basis and the DAPO Community Transition Program (CTP) on a weekly basis or as requested. The frequency of this report may change subject to CDCR needs. The daily register shall be maintained by the Contractor in support of the weekly participant reports provided to CDCR.

I. THP Weekly Count Progress Report

The Contractor shall maintain a THP Weekly Count Progress Report (Attachment 3) that reflects a program count for departmental dashboards and weekly utilization/bed availability reporting. The Contractor's cumulative Weekly Count Progress Report is due (via e-mail) to the respective DRP Program Analyst(s) and/or assigned staff by close of business each Monday, reporting on the preceding week. If Monday is a holiday, the report is due the next business day.

J. Monthly Reports

The Contractor shall submit a Monthly Program Report (Attachment 4) and Monthly Employment Report (Attachment 5) detailing program activity for the previous month to the DRP Program Analyst on or before the 10th of the following month.

K. Program Data Collection Form

The Program Data Collection Form (Attachment 6) shall be completed for each participant who enters the THP facility. The Program Intake section shall be completed at intake. Two weeks prior to a planned departure, the Community Re-entry Planning section shall be completed and shared with the DAPO CTP representative. At program departure, the Program Exit section shall be completed and the entire form shall be forwarded to the AOR.

L. Program Accountability Reviews (PAR) and Corrective Action Plans (CAP)

1. CDCR staff shall conduct routine Program Accountability Reviews (PAR) of Contractor facilities to review program quality, program management, facility operations and the general safety of the facility and grounds. PARs shall be conducted in order to verify that the Contractor is in compliance with the terms of this Agreement. The Contractor will receive a copy of the PAR report.
2. Within ten (10) days of receiving a Notice of Deficiency letter, the Contractor shall develop and submit to their DRP Program Analyst(s) a Corrective Action Plan (CAP) that indicates the actions to be taken to correct the identified deficiencies

and time frame required for full compliance. Unless otherwise noted, any areas of non-compliance identified during the review are to be corrected within thirty (30) days.

3. The DRP Program Analyst(s) shall review the CAP and determine whether the plan sufficiently addresses the finding(s) and whether the timeframes identified for completion of the corrective action(s) is appropriate.
4. All CAPs are subject to verification and approval. A follow-up PAR may be conducted to determine compliance with the CAP.
5. Should the Contractor dispute any of the PAR findings, a written appeal may be filed within ten (10) days of receipt of the PAR Report. The first level appeal is to the DRP Staff Services Manager II (SSM II) of Community Reentry Services and the second level appeal is to the Chief of Community Reentry Services.

M. Fiscal Systems and Responsibilities

1. The Contractor shall be responsible for preparing and administering an accounting manual, which maintains adequate fiscal records to determine allowable and applicable program costs in accordance with generally accepted accounting principles.
2. The Contractor agrees that the management and modification of the per diem rate shall be in accordance with the terms contained in Exhibit B-1.1, Daily Bed Per Diem Rate Sheet.
3. Any costs associated with the management of the contract shall be included in the per diem rates in Exhibit B-1.1, Daily Bed Per Diem Rate Sheet to be reimbursed by the State. Failure to meet the established reporting deadlines or program requirements may result in the CDCR withholding invoice payments and/or affect participant placements until the THP is in compliance.
4. All materials and products resulting from this contract shall be under the sole ownership of CDCR.
5. The Contractor shall maintain an internal administrative fiscal system for the ongoing management of the contract funding. Any costs associated with the management of the contract shall be included in the per diem rates on the Exhibit B-1.1, Daily Bed Per Diem Rate Sheet.
6. All budgets shall include a per diem cost per bed. The per diem cost per bed shall include: all associated personnel costs, sub-contractor costs, operating costs, total indirect costs, profit fees and operating reserve/contingency funds.

N. Monthly Invoice Billing Procedures

1. The Contractor shall submit monthly invoices for the previous month's expenses on or before the 15th of the following month. A Contractor's total monthly payment request on a per diem basis shall be reported on the following forms:
 - a. Monthly Participant Day Invoice (Attachment 7)
 - b. Register of Program Participation (Attachment 8)

2. The Contractor shall forward copies of all supporting documentation to CDCR according to the terms of Exhibit B, Budget Details and Payment Provisions. Invoice packages that are incomplete, improperly prepared and/or missing supporting documentation or fail to have their monthly electronic data uploaded or sent, will be disputed in whole or in part and returned to the Contractor.
3. CDCR reserves the right to revise the invoice forms, supporting documentation, and/or the processing procedures utilized in the contract to suit the needs of the State without processing an amendment.

O. Participant Trust Fund

1. The Contractor shall establish a Trust Fund on behalf of the THP participants for the purpose of saving money. The Contractor will maintain accounting records necessary to provide for the recording of all transactions affecting the Trust Fund. The Trust Fund records and processes shall be reviewed during the PAR. The accounting system should provide:
 - a. Accurate and current information relative to each individual participant record included within the Trust Fund;
 - b. Entries that are supported by sufficient and relevant source documentation; and
 - c. Reconciliations that ensure the accuracy of the accounting records
2. Trust Funds are not utilized for expenditures relative to the operation of the facility or any other expenditure not authorized by the participant.
3. If interest is earned on the Trust Fund, a fair market interest rate shall be established and distributed to individual participant based on the amount saved while housed at the THP facility.
4. Participants are required to save 75 percent of their net income. If the participant is obligated to pay restitution, child support, or family support, that amount may be reduced on a case-by-case basis upon approval of the AOR.
5. Participant's income shall not be used to purchase personal items in excess of \$250.00 unless given prior approval from AOR.
6. Supplemental Security Income (SSI) and/or Retirement, Survivor, Disability Insurance (RSDI) and other forms of governmental assistance shall also be considered as income.
7. If a participant is removed from the program either voluntarily or involuntarily, but has funds left in their Trust Fund account, the Contractor shall forward a check to the AOR no later than seven (7) calendar days for final disposition.
8. Participants shall be limited to having \$150.00 in their possession unless given prior approval from the AOR.

P. Failure to Perform Contracted Services

Under the terms of this Agreement, should the Contractor fail to adequately perform the services, does not meet all existing health and safety requirements, or CDCR

policies and procedures, the Contractor shall not be permitted to continue to perform services.

1. CDCR shall state in writing the reasons the Contractor does not meet the Agreement standards and/or CDCR policies and procedures.
2. CDCR will not be required to pay the Contractor for any hours worked by personnel during the period of inadequate performance.
3. The Contractor is required to comply with any CAP issued as a result of a performance evaluation.
4. Failure to provide and/or improve services within the time frame established in the CAP may result in sanctions for non-compliance. Continued failure may result in a termination of the Agreement.

Q. Sanctions for Non-Compliance

The Contractor shall be evaluated for compliance by various methods (PAR, data, etc.). Should the Contractor be found to be out of compliance, the Contractor may be subject to one or more of the following sanction(s):

1. A comprehensive program assessment with a Notice of Deficiency letter issued to remedy deficiencies.
2. A Notice of Deficiency letter issued requiring mandatory assessment and training provided by CDCR.
3. Reimbursement to the State for costs incurred by the Contractor's failure to perform.
4. Immediate fiscal audit of the program.
5. Immediate program services audit by CDCR and any consultant utilized by CDCR for this purpose, with costs charged to the Contractor.
6. If the Contractor is out of compliance, CDCR may, at its discretion, withhold up to 10 percent of the charges for the work which is out of compliance, as security for the correction of that deficiency. When the Contractor returns to compliance, the amount withheld will be remitted with the next invoice.
7. Termination of the Agreement.

R. Participant Medical Care

The Contractor shall develop clear, written procedures for both routine and emergency medical care of its participants within fourteen (14) calendar days of the executed agreement. The procedures shall also address actions to be taken in the event of the death of a THP participant and shall incorporate CDCR's procedures. THP staff shall be trained and kept current in all procedures related to routine and emergency medical care including the telephone numbers of all local emergency service agencies and when to call them. No THP participant shall be denied the opportunity to seek medical attention.

THP participants with special medical needs may be placed at the facility. It shall be the responsibility of the Contractor to make appropriate reasonable accommodations

for those special needs. Responses to Reasonable Modification or Accommodation Request form, CDCR 1824 (Attachment 9) may include obtaining training for staff in emergency response as well as adopting response and evacuation plans for the special need participant.

The Contractor shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s) for participants who did not apply for health care coverage while in prison; do not currently have health care coverage or have had their health care coverage suspended or terminated; or do not have the means to pay for health care coverage.

When any participant health-related problems occur and can interfere with the participant's ability to remain in a THP facility, the Contractor shall notify DRP to determine the course of action. If the participant can remain at the THP facility, the Contractor shall provide the participant adequate information to obtain the necessary medical attention and assist with transportation.

S. Interpreter Services

The Contractor must make accessible interpreter services for participants during normal program hours. Services may be provided, at minimum, via telephone.

IV. PROGRAM COMPONENTS AND SERVICE REQUIREMENTS

The Contractor must ensure that assigned participants are continuously engaged in program related activities and services throughout each program day.

The Contractor shall comply with the THP goals to promote self-sufficiency for participants through participation in program services. Each participant shall receive and participate in programming services according to their Case Management Plan (CMP). Additional programming may include approved community service projects, obtaining identification and social security cards, medical appointments, obtaining clothing, etc. The Contractor shall provide all training materials to be utilized for the required programming (computer programs, books, videos, other materials, etc.) and accommodate working participants by scheduling programming during both daytime and evening hours in order to provide access to services.

For all participant program requirements and referrals, the Contractor shall complete and have each participant sign an "On-Site Participant Program Sign-In Sheet" and/or an "Off-Site Participant Sign-Out Sheet". The sign-in and sign-out sheets must indicate participant name, CDCR number, program component name, and hours completed. With the exception of the 52-week Domestic Violence Program, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), or secular equivalent, Substance Abuse Treatment and Recovery (STAR) program and Computer Literacy Learning Centers (CLLC).

The Contractor shall have a merit-based plan to encourage enrollment, attendance, progression through programming, and completion through the use of positive reinforcements and motivational incentives. Incentives may include:

- a. Positive verbal motivations, certificates of completion at graduation ceremonies, etc.;
- b. Welcome packets, work equipment, work attire, housing vouchers, application

- and registration fees for GED and college, purchase of school and trade books, gift cards for groceries, farewell packets;
- c. The cost of food and decorations at special events such as: Speaker's Day, Family Day, Community Day, Music/Art Festivals;
 - d. The Contractor may also use items donated to the THP facility by community organizations;
 - e. No direct cash awards to participants are allowed. The contractor is encouraged to work with DAPO Agents to develop a combined incentive process to support pro-social behavior and positive programming;
 - f. The face value of any voucher or gift card shall not exceed \$50 per award. The \$50 threshold may be increased with approval from DAPO on a case-by-case basis; and
 - g. All extrinsic reinforcements shall be documented and reported.

The Contractor shall maintain written policies and procedures on its Motivational Incentives Program in their operations manual.

A. Intake

The focus shall be on orientation, assessment and program planning. Program planning shall consist of creating a CMP based upon the participant's assessed needs, and shall not exceed seven (7) calendar days.

Participants must complete all the components of orientation, assessment and program planning before progressing to their assigned services.

1. Orientation

Participants shall receive a written summary of the THP procedures governing their conduct and activities related to the program components, services and activities within 24-hours of arrival at the THP facility. Participants shall be advised that their continued presence at the THP facility is at the discretion of either the BPH, if mandated; or their AOR and the facility director, which is contingent upon participation and compliance with house rules. The AOR will consult with facility staff to ensure the participant is adhering to the facility's rules and is participating. A DAPO Administrator or their designee will make the final decision on any participant issues that cannot be resolved between the AOR and the facility director to determine if the participant shall continue in the THP.

An initial orientation shall be performed within 48-hours of the participant's arrival. Documentation of items discussed or provided to the participant shall be signed by both the Caseworker who conducted the orientation and the participant. The original documentation shall be retained in the participant's case file with a copy given to the participant.

2. Program Assessment

The secondary assessment shall occur within five (5) calendar days of the participants' admission to the program. The assessment shall be documented, signed and dated by the Caseworker and participant and retained in the participants' case file.

3. Health Care Enrollment Assistance

The Caseworker shall provide intake screening for participants that shall include citizenship status, Veteran status, American Indian/Alaskan Native status, medical and/or mental health conditions, and health care coverage status for medical (e.g. substance use disorder and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.

Based upon the intake screening, participants shall be offered assistance to apply for health care coverage to include the Affordable Care Act (ACA), Medi-Cal, Retirement, Survivors, Disability Insurance (RSDI)/Supplemental Security Income (SSI), Veterans Affairs Health Benefits, Indian Health Services and/or other type of health care coverage.

4. Case Management Plan

a. The CMP is the casework plan that staff utilizes to track the participants' progress. The CMP shall be the outline for the goals to be achieved by participants, and the services and activities necessary for each participant to successfully achieve those goals. To determine what services and activities the CMP will require, it shall be written in response to all outcomes of the individualized and approved evidence-based secondary assessment. The CMP shall be completed within seven (7) calendar days of participants' arrival.

b. The Caseworker shall complete and sign weekly progress notes on the participants' progress on their CMP. The notes shall be retained in the participants' case file.

5. Case Management Review

A Case Management Review (CMR) shall be conducted at least every thirty (30) calendar days involving the systematic review of each participant's needs. Participants shall be encouraged to participate in the reviews. Administration of the CMR, shall include notifying the participant as to whom the committee members are and the purpose of the review. The THP procedures on CMR shall be inclusive of the following components:

a. A committee consisting of the Center Manager, Caseworker, Job Developer, and AOR if available

b. Case Managers, and the Job Developer (if applicable) are encouraged to work with the AOR to develop collective goals for the participant to achieve; and

- c. Documentation of the review shall be signed and dated by all parties in attendance upon completion and placed in the participant's case file.

B. Programming Services

The participants' programming is determined by one or more of the following factors:

- a. Board of Parole Hearings (BPH) mandated length of time.
- b. Division of Adult Parole Operations (DAPO) conditions of parole and/or AOR referrals
- c. The needs identified in the evidence-based secondary assessment
- d. Participant's interests and individual strengths

Once the length of programming is determined by one or more of the aforementioned factors, the participant shall be provided services based on individual's needs such as employment, education, disability, etc. During programming the participant will:

1. Attend classes as identified in their CMP;
2. Continue to review the assessments and objectives identified in their CMP during Intake;
3. Participate in group activities, which actively engage participants in confronting individual values and behaviors contributing to their criminality. Group activity shall promote participation and provide for the safety and security of the participants. Participation shall be documented on group activity rosters;
4. Participate in didactic groups, organized to provide facilitative and rehabilitative services. Group activity shall promote learning and allow for positive interaction among the participants. Participation shall be documented on group activity rosters; and
5. If eligible and at the discretion of the AOR, participants may be introduced to various community service options (e.g. speaking at schools regarding the consequences of drug use and assisting in activities at a local community center).

The CMP is based on initial and continuous CMR outcomes. The CMP shall be individually tailored to meet the participants' goals using the selection of services listed below.

1. Reentry Transition

The curriculum will focus on managing anxiety, impatience and pressure by identifying goals and expecting the unexpected. Participants will identify their evolving needs (first week, first month, first year, etc.) and shedding prison identities. Training shall focus on defects in thought processes that lead to self-defeating decisions. The curriculum shall be designed to encourage participants to adopt a positive, law-abiding lifestyle.

2. Community Resource Linkage

Contractor shall assist participants with the development of a community reentry

plan. The Contractor shall prepare participants to utilize private and public social service agencies within the local community for personal, family and employment issues, problems and needs. The Contractor shall develop a current and accurate community resources catalog and provide one to every participant prior to program completion or discharge and be made available to CDCR upon request. This catalog shall be updated no less than quarterly and list the available resources by specialty service and include the agency's name, address, telephone number and contact person as well as a brief summary of the eligibility criteria for participants or family to receive the services provided. The completed reentry plan shall be provided to the participants prior to their program exit.

- Peer Reentry Navigation Network (PRNN) Meetings

The meetings provide peer-driven support, assistance, and guidance to newly released LTOs, who are adapting to the challenges identified above while striving towards successful community reintegration. The program consists of three components: Peer Re-Entry Navigator (PRN) services, Group Networking Meetings, and Provider Partnerships. LTOs shall be given the opportunity to attend Peer Reentry Navigation Network (PRNN) meetings and the THP may provide meeting space at the THP facility.

3. Money Management Training

The curriculum shall focus on, but not be limited to: managing personal finances, establishing and maintaining bank accounts, writing checks and utilizing debit cards, balancing checking accounts, interest rates, responsible bill paying, responsible use of credit, finance charges, late fees and over limit fees, use of Automated Teller Machine (ATM) and living within financial means.

4. Technology Education

Participants shall be given training on basic and intermediate computer skills such as systems, terms, hardware components of peripherals, operating systems and applications. The course instructions shall include, but not be limited to: Windows operating system, at a minimum Windows 10; launching Windows programs; logging on and off; managing files and using Microsoft Office programs. Participants shall become proficient on the roles of an operating system, using a mouse, and desktop icons and buttons. Participants shall be provided training on connectivity, Internet and domains, web browsers and how they function, security risks with Internet and web activities, and the functions of email on how to send, receive and reply to messages.

5. Education

The Job Developer shall assist the participants with obtaining diplomas, degrees, and certificates by linking them with adult schools, community colleges, state universities, vocational training or other educational opportunities.

6. Job Readiness and Employment

The Job Developer shall conduct trainings to prepare participants for job search

and employment. Job search trainings shall address the use of daily classified-ads (online and/or paper format), public and private employment agencies, etc. Employment trainings shall address personal presentation and demeanor, effective communication, developing good work habits, strengthening self-esteem, establishing short term and long term work goals, taking written tests, resume preparation/writing and interview skills. Emphasis shall be placed on learning appropriate interview language; how to explain time incarcerated, understanding workplace culture and presenting the participants' skills.

The Contractor shall also provide supportive employment services that include, but are not limited to:

a. Personal Identification Cards

If a Participant does not have a current California Identification Card or California Driver's License, the Contractor shall refer the participant to the Department of Motor Vehicles and assist the participant in completing the required paperwork to acquire a personal identification card.

b. Social Security Cards

If a participant does not have a valid Social Security Card, the Contractor shall refer the participant to the Social Security Administration and assist the participant in completing the required paperwork to acquire a Social Security Card.

7. Substance Use Disorder (SUD) Education

The Contractor shall either provide the participants with SUD education or refer them to an approved off-site SUD relapse prevention program (e.g. AA, NA or secular equivalent or STAR). The curriculum should emphasize anger management, relapse prevention and community transition.

8. Victim Awareness

The curriculum will focus on the needs and/or case assessment of the participants. Victim Awareness is geared toward helping participants to become more aware of the impact that crime has on victims and to take responsibility for their actions and begin to make amends.

9. Interpersonal Relationships

The curriculum shall focus on relationships and reunions with parents, children and family members through an educational and group process. Instruction shall include developing family rules and guidelines, giving and receiving positive recognition, discipline without hitting or yelling, communicating needs, developing nurturing daily living routines and activities, playing and having fun as a family, developing new relationships, developing and maintaining healthy boundaries and identifying warning signs of high risk relationships.

10. Healthy Living

This curriculum shall focus the importance of knowledge, attitudes, and practices relating to personal health and wellness. The service is intended to expose the

residents to a broad range of issues and information relating to the various aspects of personal health, which include the physical, social, emotional, intellectual, spiritual and environmental. Topics to be included, but are not limited to: are nutrition, physical fitness, stress, and weight management. In addition, this curriculum shall focus on Human Immunodeficiency Virus (HIV)/Sexually Transmitted Disease Awareness and address information concerning blood borne pathogens. Participants will be introduced to different types of blood borne pathogens, transmission routes and preventative strategies, and procedures to follow in cases of exposure. At a minimum the curriculum must address the following pathogens: HIV, Hepatitis B and C, Non A and Non B Hepatitis, Syphilis, and Malaria.

11. Coping Skills/Anger Management

The curriculum is intended to focus on emotional regulation/anger management, dealing with posttraumatic stress/post-incarceration syndrome, healthy communication and identifying triggers/risks. This service shall assist in reducing and redirecting stress and tension which results in aggressive behaviors. The focus shall be on the causes of anger and providing alternatives to violent outbursts and abusive behavior through educational lessons that challenge inappropriate ways of expressing anger and techniques to dissipate that anger before it becomes unmanageable.

12. 52-Week Domestic Violence Program (Hours to be determined)

- a. The Contractor shall make available or provide access to a court-approved 52-Week Domestic Violence Program (Batterer's Program) for participants who have a special condition of parole or during the case assessment identify as needing the 52-Week Domestic Violence program. The provisions of the Domestic Violence Program shall be administered pursuant to PC Section 1203.097.
- b. If the Domestic Violence Program is subcontracted through a local provider, the THP staff shall receive written case summaries to document the participants' attendance and status in his/her case file.
- c. The Contractor shall ensure the Sub-Contractor is certified as an approved domestic violence program provider per PC Section 1203.098. Sub-contracted services shall be documented and retained on file at the THP facility.
- d. If the Contractor administers the program on site, the services may be provided by any THP contracted staff that is a certified instructor for domestic violence and meets the criteria outlined in PC 1203.098. Documentation verifying the staff member is a certified instructor must be retained on file at the THP facility.

With the exception of the 52-Week Domestic Violence Program, AA, NA or secular equivalent, STAR and CLLC, all programming components must be provided at the THP facility. Exceptions can be made on a case by case basis.

Participation is required for all programming components with the exception of the 52-Week Domestic Violence Program. A monthly schedule of program components,

including days, times, and curriculum used for each class, must be submitted to DRP thirty (30) days upon contract award and upon schedule revisions.

C. RECOMMENDED TIMETABLE FOR SERVICES

The following guidelines can be utilized to determine which services should be offered and how often depending on the participant's length of stay at the THP facility. The type and frequency of services is based on the individual needs of LTOs. If the participant does not have a demonstrated need, the participant's personal program may be adjusted.

- 0-90 days suggested services are:
 - Reentry transition
 - Resource linkage
 - Money management
 - Technology education
 - Education & employment
 - 15 hours per week of programming which consists of:
 - Groups: 5 hours/week
 - Supported community activities: 5 hours/week
 - Work/additional programming etc.: 5 hours/week

- 91-180 days suggested services are:
 - Education & employment
 - SUD/relapse prevention
 - Victim empathy/impact
 - Interpersonal relationships
 - Self-care/whole health care
 - Coping skills
 - 20 hours per week of programming which consists of:
 - Groups: 5 hours/week
 - Supported community activities: 5 hours/week
 - Work/additional programming etc.: 10 hours/week

- 181-365 days suggested services are:
 - 25 hour per week of programming:
 - Groups: 5 hours/week
 - Supported community activities: 5 hours/week
 - Work/additional programs: 15 hours/week

D. Program Referrals and Extensions

For any extensions or additional program time beyond the 180 days, a Program Extension Request (Attachment 10) must be approved by the DRP Community Reentry Services Staff Service Manager II or their designee. No participant shall be

allowed to remain in the program for more than 365 days unless determined on a case-by-case basis.

Any participant who is referred to the THP within 180 days of program discharge or exit is not considered a new participant and shall be subject to program extension approval.

The Contractor shall accept all participants for placement at the THP facility and manage any participant referred by the CDCR. In cases where a referral is denied, the Contractor shall submit written justification to the DRP Program Analyst who will determine if the justification is sufficient and/or in compliance with the Agreement. Examples of justification would be if placement of the participant in the THP would be a violation of local and/or state laws or ordinances.

V. FACILITY REQUIREMENTS

Physical site requirements of the THP facility shall include: (1) equipped to monitor internal movement, as well as detect any unauthorized ingress/egress; and (2) configured to meet all health and safety and building codes, and THP facility physical site requirements. The minimum THP facility physical site requirements shall include these components:

A. Control Center Area

A properly furnished, equipped and supplied area shall be provided as the central location for staff's management and supervision of all THP activities. Staff assigned to this area shall monitor all written records related to activities such as participants' schedules, medical appointments, job search passes, reporting to jobs in the community, attending off-site functions, checking in of visitors, tracking center searches and communications with related public and private agencies such as law enforcement, emergency service agencies, social service groups and substance use disorder treatment programs.

B. Participant Housing

Participant housing at the THP facility may be dormitory style or individual rooms. The square footage of the sleeping space provided to each participant (of which no more than four (4) square feet is closet space) shall be according to the chart below as approved by CDCR:

Participants Per Room	Minimum Required Total Square Footage Per Room	Minimum Required Square Footage Per Participant
1	50	50.0
2	70	35.0
3	90	30.0
4	110	27.5

These housing units shall provide functional, clean and full-service bathrooms. These standards include the following item-to-participant ratios: toilets/urinals (1:10), sinks (1:10) and showers (1:20). The sinks and showers shall provide either hot and

cold or tempered water. These housing units shall also provide a day room for living activities such as studying, writing, reading and viewing television (minimum of 10 square feet per participant or as approved by CDCR).

If male and female participants are housed in the same facility, the Contractor shall ensure personal security and privacy which will include, but not be limited to the following:

1. Separate and adequate toilet, hand washing, and bathing facilities for females and males. Such facilities shall be in proximity of designated sleeping areas.
2. Separate and adequate sleeping areas for females and males. Such areas shall be enclosed by permanent walls which extend from the floor to the ceiling and a permanent door.

The Contractor shall provide housing and bathroom facilities for participants with disabilities in accordance with the requirements of the Americans with Disabilities Act (ADA). Site evaluations will be held prior to contract signing. All sites must be in compliance with the ADA. Any sites which appear to not be in compliance may be referred to the CDCR Office of Court Compliance for further inspection. Any violations found will be corrected at the contractor's expense.

C. Parking

Parking shall be available for THP staff, visitors, and assigned CDCR employees. Public parking may be used for the required parking. All parking expenses shall be the sole responsibility of the Contractor; CDCR shall make no reimbursement. If on-site parking is available, one space shall be reserved for CDCR personnel. Handicapped-parking spaces shall be provided in accordance to ADA.

D. Food Services

Participants shall be provided a nutritionally balanced diet of three meals a day, seven days a week, two of which shall be served hot. THP facility menus shall be posted in locations accessible to participants.

Food Service may be provided either by preparing meals on-site or by subcontracting through a local provider, such as a restaurant or caterer. The food service area shall include a dining room that contains tables and benches/chairs, which shall accommodate the total number of participants served at each mealtime, whether the food is prepared on-site or catered. This room can be used for multiple purposes in-between meals. The THP facility kitchen, dining room, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service preparation areas, shall meet all applicable health and sanitation code standards. Accommodations shall be made for participants with disabilities, religious beliefs and food allergies.

1. On-Site Food Service

If on-site food service is provided, a properly furnished, well ventilated, fully equipped kitchen for food preparation for participant consumption shall be provided and maintained in a clean and sanitary manner within the THP facility. The kitchen shall minimally include adequate workspace and a functional stove, oven, and refrigerator and freezer. Food storage areas shall be secured.

2. Sub-contracted Food Service

THP facility food service may be subcontracted through a local provider, such as restaurant or caterer. The Contractor may utilize participants to assist with the serving of meals. Contractors, who subcontract food service through a local provider such as a restaurant or caterer, shall ensure the provider: (a) adheres to all State and local health sanitation codes; (b) be licensed; (c) has a certificate or permit to operate; and (d) be notified in writing that the provider is subject to CDCR evaluation and approval.

Staff members and participants shall not be assigned to handle and prepare food until medically cleared and instructed in the requirements for sanitation and cleanliness in the preparation and serving of food (in compliance with State, local health, and sanitation codes). Proof of these clearances shall be maintained in the staff member or participant file and available upon request.

The THP facility food services program shall comply with all mandated Sanitation and Health Codes and ensure that all food service staff and participants have clean hands and fingernails, wear plastic disposable gloves as required, wear hair nets or caps, clean aprons, clean pants, shirts and shoes.

Non-compliance to State and local health codes may result in the immediate termination of the contract.

Sack lunches shall be provided to participants who are off-site during the day on authorized activities. In addition, the evening meal shall be prepared and stored under refrigeration for participants working irregular hours and returning to the THP facility after the kitchen has closed.

Kitchen and dining room trash and refuse shall be stored in properly sealed containers until collected by the local disposal service. All cleaning solvents, detergents and supplies shall be stored separately and away from food, cooking supplies and serving utensils. The THP's management staff shall conduct daily documented health and safety inspections of the kitchen, dining room and food storage room to ensure that all food service equipment, furnishings, utilities and staff/participant practices are maintained in a safe and hygienic manner.

E. Medicine Cabinets

The THP facility shall have a locked medicine cabinet in a controlled area under staff's supervision. The medications stored in this cabinet shall be monitored in compliance with CDCR policy to include log sheets on each medication with the participant name and CDCR number and dosage of medication; date and time taken; balance of pills/liquid remaining after each dosage taken; and date and initials of the THP's weekly inventory of medications. All participants' outdated, discarded and/or unclaimed medications shall be disposed of per federal guidelines. In addition, the THP facility shall have a locked and refrigerated storage area designated only for medication requiring refrigeration.

F. Office Space for CDCR Assigned Staff

A minimum of 95-110 square feet, or as approved by CDCR, of private office space

designated solely for one DAPO representative shall be provided. This office space shall include a working telephone with local service. Toll calls by CDCR staff can be made at CDCR expense. This office must also include a broadband internet connection along with appropriate service provided at Contractors expense. Broadband internet service is defined as either a cable or DSL connection. This connection can be provided via a router from an existing connection already in place at the THP facility.

G. Classrooms

The facility shall have adequate classrooms that shall be fully furnished with desks/tables and chairs; be equipped with computers and other appropriate learning tools; and be supplied with paper, erasers, pencils, etc. The Contractor shall provide computers for computer training on – no less than – a 1:9 computer to participant, ratio. Classrooms shall be accessible for use by persons with disabilities.

The Contractor is responsible for providing classrooms that can accommodate up to 60 percent of the total number of participants at full capacity.

H. Laundry Services

The Contractor shall provide, at no cost to the participant, daily access to on-site laundry machines and detergent. Laundry equipment shall include at least one commercial grade washer and dryer for every 16 participants. The on-site laundry service area shall be properly ventilated and contain adequate space to:

1. Provide laundered clothing and linens to all participants when their current supply is soiled;
2. Serve as storage for all clean unassigned clothing and linens; and
3. Serve as a temporary storage for all unclaimed clothing.

Each participant shall receive upon arrival at the THP facility: clean linens, blanket and bath towel. A second set of clean linens, blanket and towels shall be retained on hand and stored in a linen closet. Linen and towel supplies shall be laundered and rotated on a weekly basis and replaced if they are worn or stained. Participant clothing shall be laundered as circumstances require related to their daily work and program activities.

I. Participant Property Room

Personal property left at the THP facility upon a participant's unauthorized departure, transfer, program completion/termination, arrest, discharge or death shall be inventoried and held in secured storage for no longer than sixty (60) calendar days. Such storage shall be in a clean and well-maintained area to prevent damage to the participants' property. A copy of the signed and witnessed Property Room Inventory Sheet (Attachment 11) listing the participant's property shall be sent to the CTP representative and AOR for review/input prior to the forfeiture of the property. Participant property left beyond sixty (60) calendar days shall be forfeited.

J. Maintenance Room

A locked maintenance room shall be included to store tools and equipment needed for THP facility maintenance and required for support building projects.

K. Suitable Living and Sleeping Areas

Each participant's sleeping area shall include a bed frame, mattress and pillow; supply of clean bed linens; towel; chair; metal locker; closet or dresser for participant clothing and authorized personal property; and shall have proper lighting, heating/cooling and ventilation. All mattresses and pillows will be covered with plastic or vinyl mattress covers. Mattresses and pillows shall be replaced as they wear out or if they are torn. The sleeping areas shall be kept clean and the floors mopped and swept daily. The facility manager or designee shall conduct daily inspections and maintain a Cleaning and Replacement Log.

L. Equipment

The THP facility equipment, furniture, appliances, etc. shall be kept clean and in good operating condition at all times.

M. Smoke-free Environment

Indoor smoking at the facility shall be prohibited in accordance with state law. "NO-SMOKING" signs shall be posted in all classrooms, designated visiting areas, hallways and in the main office of the facility in full view of participants, staff and visitors.

N. Vector Control

The Contractor shall maintain a subcontract for vector control services to ensure the facility is free of insect and rodent infestation. Documentation of services shall be maintained at the facility and shall be submitted to the DRP Program Analyst(s).

O. Sanitation and Health Codes

The THP facility shall comply with the sanitation and health codes of the applicable governmental jurisdiction. Written reports of inspection by State or local authorities shall be sent to DRP staff upon request and retained on file at the THP facility.

P. Building Codes

The THP facility shall comply with all applicable building codes for the safety and well-being of participants and staff. Verification of compliance may be in the form of a currently valid permit, letter and/or certificate.

Q. Housekeeping and Maintenance Plan

A Housekeeping Plan and Log shall be maintained by THP staff that reflects daily inspections of the THP facility to ensure it is kept clean and in good repair at all times. The THP facility shall be equipped with a utility sink and have a secured

storage space to be used for the storage of the THP facility cleaning supplies and equipment (e.g., mops brooms, buckets, etc.). A Material Safety Data Sheet for each cleaning agent shall be posted in the room where the chemical is stored and shall meet hazardous material storage requirements.

R. Work Crew Assignments

The Contractor shall assign THP participants to uncompensated on-site work crew assignments at the THP facility to offset program expenses related to grounds and building maintenance, and housekeeping and food services.

S. Construction

The Contractor shall notify CDCR thirty (30) calendar days prior to undergoing any construction on the facility site in order to facilitate the relocation of participants, if necessary.

T. Temperature Control

THP facilities should be equipped with either central heating or wall heating. At no point should kerosene or propane space heaters be utilized at a THP facility due to health risks and fire hazards.

The Contractor shall be in compliance with provision 1204.1 of the most recently released California Building Code (CBC) regulations. This provision (1204.1 or any future CBC provision directly related to interior space heating) stipulates that any interior space intended for human occupancy shall be provided with active or passive space-heating system capable of maintaining a minimum indoor temperature of 68 degrees Fahrenheit (20° C) at a point 3 feet (914 mm) above the floor.

U. Fire Evacuation Emergency Procedures

The Contractor shall have fire prevention procedures and safety requirements posted in the main office of the THP in full view of participants, staff and visitors. Additionally, the Contractor shall have evacuation and emergency procedures to include the following instructions:

1. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
2. Alert notification and/or evacuation of all occupants;
3. Control and the extinguishing of fires; and
4. Evacuation routes and procedures.

V. First Aid Kits

The Contractor shall keep a minimum of three well-stocked first aid kits which should be located in key areas such as the control room, kitchen and maintenance shop. The Contractor is to refer to the Red Cross website for a well-stocked first aid kit <http://www.redcross.org/prepare/location/home-family/get-kit/anatomy>.

W. Posting of Emergency Evacuation Floor Plans

Clear, concise and site-specific emergency evacuation floor plans shall be posted in every occupied location throughout the THP facility. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

1. Evacuation diagram plan that identifies the "You Are Here" location that is compatible with the building floor plan;
2. Evacuation plans, which include the locations of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies; and
3. Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new participant upon arrival.

X. Smoke Detectors and Fire Extinguishers

The Contractor shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations including the kitchen, sleeping areas, indoor visiting area, classrooms, laundry, maintenance shop and control room. All tests shall be documented for compliance and maintained at the facility as set by local ordinances.

Y. Emergency Lighting System

The facility shall be equipped with an emergency lighting system to ensure staff's supervision and control in emergency situations (e.g., fires, earthquakes, loss of electrical power, etc.). Emergency lighting shall be placed in key areas such as the main areas and exit corridors and shall be operational during the term of the contract. A monthly inspection of the lighting system shall be conducted and documented to include the date, time and results of inspection.

VI. OPERATIONS

A. Participant Mail

All regular non-confidential mail received or sent by participants at the THP facility is subject to being searched by the Contractor as authorized by the participant's signature agreeing to the THP house rules/conditions of admission. The reading of mail shall be for cause only.

All incoming packages addressed to participants shall be opened and inspected by the Contractor staff in the presence of the participant receiving the package. Packages shall be inspected for the purpose of verifying and recording the receipt of permitted personal property and to prevent the introduction of material, substances or property that participants are not permitted to have in the THP facility.

B. Participants' Use of the THP's Designated Telephones and Cell Phones

The THP facility shall provide participants with accessible on-site coin or operator assisted telephones for their personal calls to family, friends, employers, prospective employers, service agencies or any person of the participant's choosing. The Contractor shall provide Telecommunication Device for the Deaf (TDD) telephones and other assisting equipment upon request.

The Contractor shall prepare and adopt written policy and procedures for the use of these telephones regarding the time of day they may be used, frequency and length of telephone calls and prohibition on receiving incoming calls within fourteen (14) calendar days of the executed agreement. If THP staff receives an emergency or program related telephone call for a participant, the caller's name, telephone number and nature of the call shall be taken down by staff and given to the participant at the earliest possible opportunity.

For program related purposes, indigent participants shall be permitted to use the THP's facility business telephones.

The Contractor shall have a written policy regarding participant cell phone use. This policy shall be submitted within fourteen (14) calendar days of the executed agreement. This policy shall be disseminated to each participant upon entrance to the THP facility.

C. Participants' Use of Personal Vehicles

Participants who are employed or participating in approved activities must have written approval from the AOR to use their personal vehicle. Approval or denial shall be placed in the participant's file. A participant's driving privileges shall be immediately suspended if the participant is found to be under the influence of drugs or alcohol or tests positive for substance use.

D. Participant Passes

The THP's Program Director/Center Manager (or designee in his/her absence) and/or AOR may authorize participant passes for up to six hours per pass between the hours of 0600 through 2100.

The above or similar passes shall be limited to the time necessary to accomplish the stated purpose at which time the participant shall return to the THP facility with documented verification of his/her authorized activities.

E. Community Leave Requests

The THP's Program Director/Center Manager or in their absence the Casework Supervisor/Assistant Center Manager, in consultation with the participant's AOR or Program Parole Agent, may grant participants community leave of six hours or more. Only those participants adhering to the THP's requirements shall be allowed community leave, which includes overnight visits for family reunification.

F. Participant Transportation

The Contractor shall provide participant transportation to all off-site program related activities, medical appointments, DMV appointments, emergency transports, and in the event of the Contractor's move to a new location. Transportation may be provided by either Contractor vehicle or providing bus passes/tokens. Contracted staff shall never use their personal vehicles to transport participants. The Contractor shall not provide monetary funds directly to participants for transportation purposes.

G. Respect for Neighbors

Good neighbor policies assure that the facility and its residents are accepted as part of the community. This means that residents will be mindful of noise levels of conversations, designated smoking areas that will not affect the neighbors, and walking on sidewalks and paths to destinations.

VII. SECURITY REQUIREMENTS

A. Operations Manual

The Contractor shall prepare and maintain a written operations manual that describes the THP's purpose, philosophy, programs, services, policies and procedures. This manual shall summarize the approved methods of implementing CDCR policies and provide details for daily operation of the program. This manual shall be made available to DRP staff upon request.

B. THP Safety and Security

The Contractor shall develop and maintain written policies and procedures for the THP pertaining to the proper supervision of participants, maintenance of security and handling of emergencies within 14 days of the executed agreement. These policies and procedures shall include, but not be limited to:

1. Control Center Area

An adequately equipped, staffed and properly managed control center area for observation of THP activities that is fully operational 24 hours a day, seven (7) days per week.

2. Center and Grounds Security

Daily inspections of the THP facility grounds addressing such matters as functional locks and latches on all windows, doors, and gates; electrical lighting (inside and out); keeping the THP facility and grounds free of contraband and providing security from outside intrusions. These inspections shall be tracked on a Daily Log Sheet. These policies shall ensure that the participants shall not be locked inside the THP facility at any time. Door alarms shall be used on exit doors that are not staffed to eliminate unauthorized egress.

3. Unauthorized Departures

A participant is considered an unauthorized departure after 4-hours have passed from the time the participant was due to return to the THP facility.

4. Controlled Entry into the THP Facility and Grounds

The Contractor shall have a policy for the prohibition of unauthorized persons entering the THP facility and grounds. Unauthorized persons include anyone other than CDCR staff, Contractor and sub-contractor staff, public officials, and approved participant visitors during visiting hours. All visitors must have

identification and must sign in-out of the facility. This policy shall be sufficiently clear and concise to guide THP employees in their decisions to admit or deny anyone seeking admission for any reason.

5. Intake and Exit Procedures

The Contractor shall develop written policies and procedures, within fourteen (14) calendar days of the executed agreement regarding the intake and exit of participants in the THP following the guidelines below.

a. Intake

The intake of participants shall occur between the hours of 0600 through 2200. THP staff shall complete the "Program Intake" section in its entirety in the data system provided by CDCR. Also included in the participants file will be the Activity Report, CDCR 1502 (Attachment 12) the Correctional Offender Management and Profiling Alternative Sanctions (COMPAS) assessment(s), the California Static Risk Assessment (CSRA) score and any other documents provided by DAPO will be included if available.

b. Exit

Upon participant exit, the Contractor shall complete the "Program Exit" section in its entirety in the data system provided by CDCR.

6. THP Facility and Participant Searches

The daily, weekly, and monthly searches of the THP facility and its participants for contraband shall be conducted per CDCR standards (CCR Sections 3006 and 3287 and Department Operations Manual (DOM) Section 52050.18). These searches shall include securing and handling contraband pending the AOR's disposition. Participants returning to the THP facility shall be subject to search by staff.

7. THP Staff's Use of Physical Force and Restraints

THP staff is prohibited from the use of physical force on participants except in self-defense and protection of others. THP staff shall abide by CDCR's Use of Force Policy (CCR Sections 3268 and 3268.1). Staff's use of weapons, chemicals and restraints are prohibited. In all instances, THP staff's use of physical force on a participant shall be documented in compliance with CDCR incident and altercation reports and submitted on Incident Report, CDCR 2284 (Attachment 13) to CDCR within 24 hours of the incident.

8. Emergency Procedures

In the event of an emergency situation at the THP facility, THP staff shall immediately call 911 and inform DRP staff as soon as possible.

9. Mutual Aid Agreements

The Contractor shall have written mutual aid agreements with related public and private social service agencies to be activated in emergencies including situations requiring immediate closure of the THP facility.

C. Fire Prevention and Safety

The Contractor shall within fourteen (14) calendar days of the executed agreement have written policies and procedures pertaining to fire prevention and safety requirements, which include, but are not limited to:

1. Fire Safety Inspections and Reports

The THP shall be inspected, prior to facility activation, for conformity with fire safety requirements pursuant to Health and Safety Code (H&SC) Section 13143.6. The original Fire Safety Inspection Request form (STD. 850), or city equivalent, shall be completed in accordance with the H&SC and any other State, county or local ordinance and must include the maximum occupancy and expiration date. A new inspection is required when changes are made to the existing facility, such as room additions, kitchen expansions, Americans with Disabilities compliance, etc. One copy of the approved request shall be submitted to CDCR at the time of bid submittal. (refer to Physical Site Visit Evaluation, Attachment 14).

2. Fire Evacuation and Emergency Procedures

At a minimum, written evacuation and emergency procedures shall include instructions for the following:

- a. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
- b. Alert notification and/or evacuation of all occupants;
- c. Notification of authorities and CDCR;
- d. Control and the extinguishing of fires; and
- e. Evacuation routes and procedures.

3. Emergency Evacuation Training

All THP staff shall be trained in the implementation of emergency procedures within 24 hours of their initial employment. In addition, emergency training is to be included in annual refresher training given to all personnel. All training shall be documented and maintained in staff files for compliance.

4. Quarterly Emergency Evacuation Drills

The Contractor shall conduct and document quarterly emergency evacuation drills at the THP facility. Documentation of each drill shall include the date and time of day; the evacuation path used; the number of staff, participants and visitors who participated; the amount of time it took to complete the drill; and comments.

D. Annual Health and Safety Inspections

The THP facility shall comply with all mandated public health and sanitation codes and receive an annual inspection from a public health agency with a copy of the subsequent report submitted to the DRP Program Analyst. If unable to obtain, the

Contractor shall provide documentation that they contacted the appropriate agency (e.g., date, contact person, reason).

E. Substance Use Disorder Testing of Participants

The Contractor shall conduct and document drug screen testing and results and maintain written policies and procedure in their Operations Manual. Participants shall be required to participate in random breathalyzer and/or urinalysis testing for alcohol and drugs at least once a week. All positive breathalyzer and/or urinalysis test results shall be reported to the AOR and Program Parole Agent within 24-hours, via e-mail and/or in writing.

F. Inventory and Control of Hand Tools and Hazardous/Toxic and Volatile Substances (HTVS)

The Contractor shall have written policies and procedures for the THP's facility inventory and control of hand tools and HTVS to ensure these items and substances are secured and managed in a manner that minimizes the risks to staff, visitors, the general public and participants. All hand tools shall be accounted for at all times with a written inventory and with a check-out and return system, such as the shadow board technique. All hand tools shall be secured in a locked cabinet or tool chest when not in use.

All HTVS at the THP facility shall be received, stored, dispensed and disposed of in accordance with the DOM Section 52030.1. HTVS shall not be stored in sleeping areas, furnace areas, kitchens or dining areas, nor in close proximity to the stored food or kitchen supplies. Material Safety Data Sheets (MSDS) shall be maintained on-site for all HTVS used in the THP facility. The applicable MSDS shall be openly displayed and immediately accessible to staff and participants wherever these substances are used. Staff and participants shall also receive documented training on the safe use of these substances.

Flammable substances such as gasoline, kerosene and paint thinner shall be stored outside the THP's facility main structure in approved containers inside properly ventilated and labeled fireproof cabinets. If outside storage is not available, all flammable substances shall be stored in approved containers away from living areas, kitchen and other areas with frequent access. All substances shall be stored in accordance to local fire codes.

G. Participants' Use of Hand Tools and Equipment

The Contractor shall maintain written policies and procedures in accordance with CDCR policy that ensure THP participants receive documented safety training on the use of hand tools and equipment they are permitted to use. The Contractor shall place documentation in the participant's case file for subsequent review by CDCR in the event of a participant accident or injury while using such items.

H. Daily Activity Log

The Contractor shall maintain a permanent and bound logbook for daily entries on routine and emergency situations. All entries shall be made in ink on consecutive lines and pages (no skipped lines or pages) and staff making the entry shall sign and

date the entry. The daily activity log is subject to CDCR review and shall be retained for a minimum of three (3) years.

I. Participant Appeals, Inmate/Parolee Request for Interview, Item, or Service, and Reasonable Modification or Accommodation Request

The Contractor shall develop and maintain written policies and procedures, within fourteen (14) calendar days of the executed agreement on participant appeals (pursuant to CCR, Title 15, Section 3084), Inmate/Parolee Request for Interview, Item, or Service, and Reasonable Modification or Accommodation Request (CCR, Title 15, Section 3085) which shall conform in all respects to CDCR standards and include the following components:

1. The Inmate/Parolee Request for Interview, Item, or Service, CDCR 22 (Attachment 15), the Inmate/Parolee Appeal, CDCR 602 (Attachment 16), and the Reasonable Modification or Accommodation Request Form, CDCR 1824 (Attachment 9) shall be openly accessible to THP participants;
2. Completed CDCR 22, CDCR 602, and CDCR 1824 forms shall be properly accounted for, with copies placed in the participants' case files;
3. Completed CDCR 22, CDCR 602, and CDCR 1824 forms shall be promptly transmitted without alteration and interference to the AOR or Program Parole Agent;
4. The name, title and address of the THP's CDCR designated Appeals Coordinator shall be posted and accessible to all participants;
5. Participants shall remain free of staff coercion and retaliation after filing an appeal or a request for reasonable modification or accommodation;
6. The Contractor shall maintain a locked box for participants to deposit completed appeals and requests for reasonable modification or accommodation. The box shall be accessible only to CDCR staff;
7. The AOR shall respond to Requests for Interview, Item or Service, CDCR 22 (Attachment 15) by making a decision or acting on the form. If the participant is dissatisfied or disagrees with the AOR's response, he or she may submit the completed Inmate/Parolee Request for Interview, Item, or Service, CDCR 22 (Attachment 15), with Section C completed to the AOR's supervisor;
8. Inmate/Parolee Appeal, CDCR 602 (Attachment 16) should be submitted to the Regional Appeals Coordinator;
9. The first level of response regarding a CDCR 602 shall be rendered by the DAPO District Administrator for that parole region. If dissatisfied with that decision, the parolee may pursue a second level appeal from the Regional Parole Administrator for that parole region. If dissatisfied with that decision, the third level of appeal is to the Chief of the Inmate Appeals Branch;
10. Reasonable Modification or Accommodation Request Form, CDCR 1824 (Attachment 9) should be forwarded directly to the Parole Litigation Unit.

J. Off-Site Community Service Work

All off-site community service work shall be approved in advance by the AOR, Program Parole Agent or designee to help assure that public safety issues are thoroughly addressed and that the proposed work site and working conditions present no unreasonable safety risk to the participating participants. All off-site work shall be for public agencies or private non-profit agencies in the performance of work that would otherwise not be done by paid public or contracted employees.

VIII. PERFORMANCE MEASURES AND SERVICE DELIVERY COMPLIANCE

A. Performance Measures

CDCR reserves the right to develop, institute and regulate a series of program performance measures to monitor and enhance THP service delivery system components. The CDCR reserves the right to implement these measures at any point during the duration of this contract.

B. Program Service Delivery Compliance

The Contractor shall:

1. Provide participants with programming and services according to the principles of evidence-based programming and as determined by evidence-based individual risks and needs assessments;
2. Document participant's activities and identify to the AOR, Program Parole Agent or designee, those participants requiring disciplinary actions;
3. Identify and track outcome measures for each of the program components and measure the progress of the participant against the goals in the participant's CMP. DRP and DAPO reserve the right to set deliverables, outcome measures and or data requirements to the contractor;
4. Document programming, services, referrals, changes in risk and needs and progress for all participants on a weekly basis in the participants' progress notes and updates to the CMP. The CMP shall document all program and services delivered, including the number of hours of participation in each area;
5. Monitor and report program utilization, and service participation weekly, in accordance with this contract;
6. Comply with all applicable rules and regulations regarding confidentiality and retention schedules of participant records and information; and
7. Employ professional, competent, skilled staff and have a plan for staff performance and disciplinary reporting. All staff shall satisfy requirements for security clearances, training, certification and professional development as defined by CDCR's rules and regulations.

IX. PERSONNEL POLICIES AND PROCEDURES

The Contractor shall provide the required staff for the overall administration of the program in compliance with State and County rules, directives and evidence-based

practices. The Contractor's key staff positions and responsibilities are listed below; however, actual classification titles may vary. During all hours of operation, all minimum staffing ratios for Caseworker and Monitor shall be adhered to, one of which must be journey level. Journey level staff is defined as an employee who has at least one (1) year of experience working for an adult community correctional program or In-prison program.

The Contractor shall provide effective 24-hour per day coverage; seven calendar days a week. Contractors having more than one contract shall not use full-time THP staff for other contracts. Full time THP staff position, shall not supervise or provide program services to individuals who are not a part of the THP population. Full time staff is defined as an employee who works 40 hours in a week at the THP facility. Part-time THP staff may be allowed to work with non-THP contracts in which case the THP employee's projected time base for each contract shall be noted in the required staffing plan.

A. Key Staff Positions

The staff descriptions of the required THP positions and minimum staffing ratios include:

1. Program Director/Center Manager – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Ultimate responsibility for the supervision of all program staff positions. If necessary, substitute for, and adequately perform all duties of any other paid staff;
- b. Oversee the implementation and provision of all THP program components, services and activities;
- c. Ensure compliance with CDCR's administrative and fiscal regulations in accordance with the contract provisions;
- d. Ensure operational costs do not exceed the funding generated by the program per diem rate; and
- e. Possess the interpersonal skills that allow effective interaction with varied staff and participant groups.

Minimum Qualifications: Possess either one of the following requirements: 1) a four (4) year degree in the Social Sciences or a related field and one year of experience working with a criminal justice or related population; or 2) a minimum of 60 college units and four (4) years of staff supervisory experience working with a criminal justice or related population; or 3) a high school diploma or equivalent and six years of staff supervisory experience working with a criminal justice or related population.

2. Casework Supervisor/Assistant Center Manager – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Ensure timely completion of all participant orientations to the THP and development of all participant CMPs;

- b. Ensure timely completion and submission of any participant program extension requests;
- c. Coordination and efficient management of program services, casework functions and supervision of caseworkers, job developer and monitor staff;
- d. Monitor the procedures governing casework services, strategize the sequence of services and ensure participants are in compliance with their CMP;
- e. Monitor participants' progress and recommend to the Caseworker, Monitors, CDCR staff and participants corrective measures when progress is substandard;
- f. Provide supervision and direction to Caseworkers, Job Developer, and Monitors to ensure they perform their duties according to the provisions of the contract and local policy;
- g. Ensure secure storage of all participant records;
- h. Participate in monthly case conferences of all participants; and
- i. Assume the Center Manager responsibilities when the Center Manager is absent and may assume various duties as delegated by the Center Manager in assisting with overall management of the facility.

Minimum Qualifications: Possess either a (4) year degree in Social Sciences or a related field, or equivalent and two (2) years of experience supervising casework staff working with a criminal justice or related population.

3. Caseworker – (Part-Time or Full-Time Positions)

Responsibilities include, but shall not be limited to, the following:

- a. Deliver all program components and all other services, except for those provided by the Job Developer;
- b. Conduct needs assessments for all participants;
- c. Prepare, review and update CMPs for all participants;
- d. Monitor participant progress and confer regularly with CDCR staff concerning program progress and transition planning; and
- e. Document progress and all services provided in the participants' files (including employment effort/status, individual and group counseling, case conference results, referral services and disciplinary information).

Minimum Qualifications: Possess either a Bachelor's degree in Social Sciences or a related field; or a high school diploma or equivalent and a minimum of two (2) years' experience working with a criminal justice or related population.

The Contractor is required to have a maximum Caseworker to participant caseload ratio of one (1) Caseworker to twelve (12) participants (1:12).

4. Job Developer – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Actively collaborate with area employers to create job opportunities for participants;
- b. Notify prospective employers of the Work Opportunity Tax Credit, the fidelity bonding incentive and any other benefit for hiring participants (Refer to the United States Department of Labor Employment and Training Administration, www.doleta.gov website for additional information); and
- c. Prepare and update a monthly roster of those employers willing to hire participants and provide the roster to CDCR upon request. In addition, correspond with the AOR prior to placement to ensure there are no limitations of job location and or job types.
- d. Have basic knowledge on how to mentor the client in disclosing appropriate information regarding past convictions and/or parole status to potential employers;
- e. Have basic knowledge of the criminal record expungement process, the benefits of completing the process, and/or the ability to provide information or a referral on how to expunge a criminal record, or obtain a Certificate of Rehabilitation;
- f. Provide counseling and other employability services to the participants and assist them in analyzing and evaluating their employment, assets and aptitudes, provide information on occupational opportunities, job requirements, training and rehabilitation resources, assist in formulating plans to achieve occupational goals and refer them to appropriate employers, training and educational facilities or other community agencies and organizations, if applicable;
- g. Assess participants to determine employment, training and Career Technical Education (CTE) needs and coordinate referrals with Program Director and other assigned staff;
- h. Provide employment services including resume writing, mock interviews, time management, how to get along with others in a work environment, and how to follow instructions;
- i. Assist participants to become prepared for the workforce;
- j. Assist participants in locating and securing employment, educational services, or CTE training;
- k. Assist participants in assembling the necessary documents to legally work within California and completing their initial résumé;
- l. Assist with the recruitment of participants on parole;
- m. Work with participants once they have been placed into employment;
- n. Obtain verification of participant employment;

- o. Work with participants to address issues that may arise after job placement; and
- p. Assist participants who lose their job in again securing job placement.

Minimum Qualifications: Possess either a Bachelor's degree in Social Sciences or a related field; or a high school diploma or equivalent and a minimum of two (2) years' experience as a Job Developer or similar position.

5. Monitor (Part-Time or Full-Time Positions)

Responsibilities include, but shall not be limited to, the following:

- a. Monitor facility and participants after business hours, seven days a week, including holidays; and
- b. Assist Caseworker with the delivery of participant services and activities, as necessary.

Minimum Qualifications: Be at least 21 years of age and possess either a high school diploma or equivalent. Possess good interpersonal, written and communication skills.

The Contractor is required to have a minimum Monitor to participant ratio of one (1) Monitor to eighteen (18) participants' ratio of (1:18) on duty 24-hours per day.

6. Administrative Staff – One Full-Time Position

Responsibilities include, but shall not be limited to, the following:

- a. Possess good oral and written communication and typing skills; and
- b. Function as the THP's receptionist and perform other office clerical duties within the THP facility.

Minimum Qualifications: Be at least 21 years of age and possess either a high school diploma or equivalent. Possess good interpersonal, written communication and typing skills.

7. Cook/Assistant Cook – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Efficient operation of the culinary area;
- b. Cook for the THP population;
- c. Develop and follow approved menus that meet nutritional standards consistent with CDCR's DOM Section 54080;
- d. Taste test all food prior to serving it to the participants and reserve a sampling of each meal for 24 hours to determine possible food contamination;

- e. Be responsible for purchasing and properly storing food, planning and serving meals, and ensuring the culinary area meets State and local health department sanitation requirements; and
- f. Develop written procedures for dispensing and retrieving all utensils during and after meal periods.

Minimum Qualifications: Be at least 21 years of age and possess a valid California Food Handlers Card. Cooks will possess either a high school diploma or equivalent and one year of culinary work experience. Assistant Cooks will possess either a high school diploma or equivalent.

B. Recruiting, Screening and Security Clearances

The Contractor shall have written personnel policies and procedures that include but are not limited to:

1. Security Clearance Process

- a. CDCR shall ensure all current and potential Contractor staff, volunteers and any individual who will be in regular contact with the participants undergo a thorough security clearance (refer to Authorization for Security Clearance, Attachment 17), which shall include a Live Scan background check. All staff must be a minimum of 21 years of age.
- b. All Live Scan fees associated with the background check shall be borne by the Contractor.
- c. Potential staff shall complete a Live Scan at a location approved by the Department of Justice (DOJ). The results shall be submitted to CDCR by DOJ.
- d. CDCR shall review the Live Scan reports to ensure Contractor staff, volunteers and any individual who will be in regular contact with the participants meet all CDCR mandates and requirements.
- e. On a case-by-case basis, CDCR shall grant provisional clearances for hire until such time as the formal security clearance is completed. CDCR reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate security clearances.
- f. Criteria for denial or approval of security clearances include, but are not limited to, the following:
 - i. The Contractor shall not employ individuals required to register as a sex offender pursuant to PC Section 290.
 - ii. The Contractor shall not employ individuals with a conviction history involving drug trafficking in a prison/jail, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or any violations of PC Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses).

- iii. The Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation.
- iv. Contractor staff, volunteers and any individual who will be in regular contact with the participants shall not be on active parole or probation or under any structured supervision as a result of criminal conduct.
- g. Certain applicants, volunteers, and subcontractors will require management review because of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts. The DRP Chief of Community Reentry Services (CRS) or designee shall review the following ex-offenders on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with DRP participants:
 - i. Ex-offenders required to register according to H&SC Section 11590 and/or PC Section 457.1 shall (A) have completed their registration requirements, or (B) be reviewed on a case-by-case basis and approved or denied by the DRP Chief of CRS or designee.
 - ii. Ex-offenders with a conviction history involving a serious felony offense as defined by PC Section 1192.7 shall be reviewed on a case-by-case basis and approved or denied by the DRP Chief of CRS or designee.
 - iii. Ex-offenders with a conviction history involving a violent felony offense as defined by PC Section 667.5(c) shall be reviewed on a case-by-case basis and approved or denied by the DRP Chief of CRS or designee.
- h. An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any business-related administrative function shall be fully bonded to cover any potential loss to the State or the Contractor. Evidence of the bond shall be supplied to DRP prior to employment of the ex-offender.

C. Staffing Plan

The Contractor shall develop and maintain a staffing plan which addresses their ability to maintain full staffing levels of all program components, the recruitment and selection process for new hires and the ability to staff the program at the level necessary to meet contractual obligations. The staffing plan must also address contingencies for staffing shortages or other operational emergencies. The staffing plan shall identify part-time THP staff and the projected time base the THP staff will be allocated to THP.

The staffing plan shall be maintained throughout the term of this contract and updated annually, unless more frequent updates are requested by DRP. Revisions to the staffing plan shall be made whenever a change in staffing demand occurs.

The staffing plan shall be submitted at the time of bid submission and made available upon CDCR's request. The Contractor shall submit job descriptions on all staff positions upon contract award to the DRP Program Analyst. The job description must include the minimum qualifications and the tasks associated with each position.

Copies of the employment applications, resumes, and diplomas documenting work experience and/or education used to meet the requirements for each position shall be submitted to CDCR at time of contract award and as staff recruitment occurs. The staffing plan shall be in accordance with established staffing ratios and the Daily Bed Per Diem Rate Sheet (Exhibit B-1.1)

a. Waivers to the Minimum Qualifications

The Contractor shall make reasonable attempts to fill all positions with a qualified candidate(s). The Contractor may submit form Exemption Request Waiver to Minimum Qualifications (Attachment 18) to the DRP Program Analyst to hire an individual who does not meet minimum qualifications Requests for a waiver will be considered on a case-by-case basis and will be granted only temporarily (not to exceed one year) while the Contractor continues to seek a qualified individual or until the hired individual becomes qualified, whichever occurs first. A waiver of the minimum qualifications must be approved by the DRP Staff Services Manager II or designee.

D. Employment Practices

The Contractor shall develop and maintain, within fourteen (14) calendar days of the executed agreement policies related to employment practices in the areas of:

1. Work Hours and Overtime;
2. Staff Benefits (e.g., vacation, sick leave, insurance, retirement, etc.);
3. Promotions;
4. Pay Increases; and
5. Hiring and Termination Conditions.

E. Employee Performance Evaluations

All Contractor staff shall be held to standards as determined through the Contractor's Human Resource Department.

F. Staff Training

The Contractor shall ensure staff participation in training programs that clearly define the knowledge and skills necessary for the effective management of participants and the supervision of their activities specific to the THP, such as LTO responsivity training. This training may be done in collaboration with CDCR.

The Contractor shall provide documented evidence that its employees receive 40 hours of applicable orientation and training within their first year on the job and 40 hours of in-service training annually thereafter. The documented evidence shall include an individual training plan maintained for each employee that shows a chronology of the dates when the training took place and the classes taken. The training plan shall be maintained in the employee's personnel file.

The Contractor shall ensure staff availability for initial orientation and ongoing training pursuant to California laws and CDCR's rules, regulations, policies and procedures.

G. First Aid

All THP staff shall be trained in first aid and Cardio Pulmonary Resuscitation (CPR), within the first six weeks of employment and biannually thereafter. A valid certificate of completion shall be maintained in the employees' personnel files.

H. Discrimination Clause and Sexual Harassment Policy

The Contractor shall have a sexual harassment policy in compliance with State and Federal laws. The Contractor shall not discriminate against any employee or job applicant because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.

I. Nepotism Policy

The Contractor shall develop and maintain, within fourteen (14) calendar days of the executed agreement a policy on nepotism in accordance with CDCR's rules, regulations, policy and procedures that prohibits direct supervision and work performance evaluations of immediate family members. Exceptions to this policy shall require CDCR's prior written approval of a DRP Program Analyst.

J. Fraternization Policy

The Contractor shall comply with CCR, Title 15, Section 3400, Familiarity, which prohibits employees from fraternizing with participants and their families.

K. Resignations, Separations and Vacancies

The Contractor shall report in writing and submit copies to DRP of any resignation, reassignment or dismissal of the Program Director/Center Manager within two (2) calendar days and any other personnel within five (5) calendar days of separation from employment or assignment change.

All staff vacancies shall be brought to the immediate attention of the DRP Program Analyst. If any contracted employee is unable to perform assigned duties due to vacation, illness, dismissal, resignation or other factors beyond the Contractor's control, the Contractor shall ensure that experienced temporary personnel are made available within 48-hours and shall remain until the hiring process is completed. The Contractor may fill temporary vacancies internally by a temporary reassignment of existing qualified staff. Contractors shall have forty-five (45) days to fill a vacant position. A vacant position shall not be deemed vacant in the event that the Contractor is using contract staff or overtime to fulfill the duties of the position for the first forty-five (45) days. Beginning on the forty-six (46) calendar day that the position remains vacant, the Contractor shall track the date position is vacated, the days, the work hours and salaries and benefits of each vacancy and make appropriate deductions from the next monthly invoice. CDCR may assess vacant position deduction in an amount equal to the daily rate (salary and benefits) for such position per day while it remains vacant. Contractor shall not circumvent the imposition of vacant position deduction by multiple short-term or rotation of staff assignments in a position. CDCR reserves the right to execute a vacant position deduction when applicable. Withholding of payment as vacant position deduction does not relieve the Contractor of any of its obligations under the Agreement.

Assessment of vacant position deduction will not preclude CDCR from terminating this Agreement for breach as provided herein.

X. CDCR RESPONSIBILITIES

- A. DRP in conjunction with DAPO will determine eligibility for placement, targeting (but not solely limiting to) participants who are within their first year of release and have a moderate to high CSRA score and a medium to high COMPAS Reentry identified need.
- B. DAPO shall refer participants to the Contractor. Referrals shall be confirmed on an Activity Report, CDCR 1502 (Attachment 12). Final program placement must be approved by the AOR.
- C. DRP shall facilitate communication and collaboration between DRP, DAPO and the Contractor regarding participant related activities, progress on the participant's CMP, and discharge plans.
- D. DRP shall conference in person or by telephone with the Contractor as often as necessary, to review progress. The reviews shall include, but not be limited to, assisting the Contractor in implementation, problem-solving, quality assurance, performance objectives and related issues.
- E. DRP and DAPO will work collaboratively with the Contractor to ensure there are no contradictions in the CMPs in addition to ensuring services complement each other to improve the participant's success in the THP.
- F. DRP and DAPO will work collaboratively with the Contractor to allow the LTO PRNN meetings in the local geographical area to be held in the THP facility upon availability.
- G. DRP shall provide ongoing training to Contractor's staff on changes or updates to CDCR rules and regulations, policies and procedures that might impact program operations.
- H. DRP and DAPO shall provide technical assistance to the Contractor regarding program operations as needed.
- I. DRP will work with the Contractor during activation and program implementation. Each Contractor shall be assigned a DRP Program Analyst(s), whose role will include, but is not limited to: monitoring the progress of the Contractor in achieving stated goals and objectives within the timeline identified in the contract, the services being provided, participants' interaction with staff and each other and the environment of the THP.
- J. DRP shall have reviewed and approved all Contractor protocols or revisions by prior to implementation.
- K. DRP in conjunction with DAPO shall monitor and coordinate with the Contractor to identify and provide solutions to issues with referrals, capacity and other program related issues.
- L. DRP shall review, monitor, track and report program utilization on a daily basis.
- M. DRP shall review the Contractor's invoices for accuracy and reimburse for services

provided. Ensure invoices are processed within required timeframes. Expenses reimbursed by the CDCR shall be subject to PAR and will be adjusted to reflect the audited actual allowable costs incurred.

- N. DRP shall monitor contract compliance through site visits and PARs. Review written responses to Notice of Deficiency letters to determine whether the corrective actions outlined in the submitted CAP by the Contractor address the PAR finding(s). Schedule follow-up PARs to ensure compliance with Contractor submitted CAPs.
- O. The AOR shall participate in the participant's progress in development of the discharge plan for the participant through case conferences with the Contractor.
- P. DRP shall conduct a physical site visit evaluation prior to the Contractor signing the contract on a pass, pass pending improvements, or fail basis in accordance with the Physical Site Visit Evaluation (Attachment 14). The proposed facility will not be approved unless it is in compliance with all federal, state and local laws, regulations, standards, ordinances and codes.

XI. STANDARD CONSIDERATIONS

A. Extension/Expansions/Reductions

If it is determined to be in the best interest of the State, upon agreement between CDCR and the Contractor, the State may extend this Agreement for one (1) or two (2) optional year terms in accordance with the optional year rate sheets submitted at the time of bid.

CDCR reserves the right to expand the contracted services, which may include an increase in the number of participants. If the contracted services are expanded, the Contractor shall be permitted to increase staffing levels proportionately and consistently with the original Agreement. Expansions will require an amendment to the Agreement and are solely at the discretion of the CDCR.

CDCR reserves the right to reduce the contracted services, which may include a decrease in the number of participants or an adjustment in the length of treatment for each participant. If the contracted services are reduced, the Contractor shall decrease staffing levels proportionately and consistently with the original Agreement. Reductions will require an amendment to the Agreement and are solely at the discretion of the CDCR.

XII. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

A. Billing/Payment Issues

Headquarters Accounting Office
Phone No.: (916) 255-2042
Fax No.: (916) 255-5418

B. Scope of Work/Performance Issues

Division of Rehabilitative Programs
Phone No.: (916) 327-7685
Fax No.: (916) 445-4439

C. General Contract Issues

Office of Business Services
Phone No.: (916) 255-5624
Fax No.: (916) 255-6187

2019-2020

For Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020

ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector
 1221 Oak Street, Room 131
 Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
20-105-2-2	04456300	17-037	999 999

Location of Property
 2317 INTERNATIONAL BLVD, OAKLAND
 Assessed to on January 1, 2019
 PATEL HASMUKHBHAI B & LEVA RAS

PATEL HASMUKHBHAI B & LEVA RASHMIKA
 1975 MENTO DR
 FREMONT CA 94539-4624



Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	5,311.86
VOTER APPROVED DEBT SERVICE :		
COUNTY GO BOND	.0108%	57.36
CITY OF OAKLAND 1	.1975%	1,049.09
SCHOOL UNIFIED	.1168%	620.43
SCHOOL COMM COLL	.0257%	136.51
BAY AREA RAPID TRANSIT	.0120%	63.74
EAST BAY REGIONAL PARK	.0060%	31.87
TOTAL	1.3688%	7,270.86

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(925)867-3400	170.10
CSA VECTOR CONTROL	(800)273-5167	14.40
CITY EMERG MEDICAL	(510)238-2942	30.90
CITY PARAMEDIC SRV	(510)238-2942	24.60
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
* OUSD MEASURE N	(510)879-8884	120.00
* OUSD MEASURE G1	(510)879-8884	120.00
VIOLENCE PREV TAX	(510)238-2942	751.98
CITY LIBRARY SRV-D	(510)238-2942	518.46
SFBRA MEASURE AA	(888)508-8157	12.00
FLOOD BENEFIT 12	(510)670-5212	32.00
HAZ WASTE PROGRAM	(800)273-5167	6.64
CSA VECTOR CNTRL B	(800)273-5167	2.54
MOSQUITO ASSESS 2	(800)273-5167	1.24
AC TRANSIT MEAS VV	(800)273-5167	96.00
CITY LIBRARY SERV	(510)238-2942	725.02
EBMUD WETWEATHER	(866)403-2683	111.24
* EAST BAY TRAIL LLD	(888)512-0316	5.44
* EBRP PARK SAFETY/M	(888)512-0316	12.00
CITY LANDSCP/LIGHT	(510)238-2942	231.06
* Possible Sr Exempt - Call Agency		
Total Fixed Charges and/or Special Assessments		3,230.36

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	134,546		
FIXTURES	403,640		
TOTAL REAL PROPERTY	538,186		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	538,186	1.3688%	7,366.67
HOMEOWNERS EXEMPTION	-7,000	1.3688%	-95.81
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	531,186	1.3688%	7,270.86
7,270.86			
First Installment	Second Installment	Total Amount Due	
\$5,250.61	\$5,250.61	\$10,501.22	

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

SECOND INSTALLMENT PAYMENT, 2019-2020

PARCEL NO. 20-105-2-2
 TRACER NO. 04456300

2

THIS AMOUNT DUE FEB. 1, 2020 → **\$5,250.61**

Pay this amount after APRIL 10, 2020
 (This includes delinquent penalty of 10% and \$10.00 cost)
\$5,785.67

Do Not Use This Stub After June 30, 2020
 SEND THIS STUB WITH YOUR SECOND PAYMENT



Make checks payable to: Henry C. Levy, Tax Collector, Alameda County

62020 3044563002 8000525061 00000000

E-CHECK ACCEPTED THROUGH JUNE 30, 2020
 ONLINE @ www.acgov.org/propertytax/

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED
 ONLINE @ www.acgov.org/propertytax/ OR BY PHONE (510)272-6800, MOBILE @ www.acgov.org/mobile/apps/ THROUGH JUNE 30, 2020. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES
 ONLINE @ www.acgov.org/propertytax/

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
 Payment Questions/Credit Card Payments
 (510) 272-6800

Assessor's Office
 Valuation/Exemption
 (510) 272-3787 (510) 272-3770

FIRST INSTALLMENT PAYMENT, 2019-2020

PARCEL NO. 20-105-2-2
 TRACER NO. 04456300

1

THIS AMOUNT DUE NOV. 1, 2019 → **\$5,250.61**

Pay this amount after DECEMBER 10, 2019
 (This includes delinquent penalty of 10%)
\$5,775.67

Do Not Use This Stub After June 30, 2020
 SEND THIS STUB WITH YOUR FIRST PAYMENT



Make checks payable to: Henry C. Levy, Tax Collector, Alameda County

62020 5044563001 8000525061 00000000

2018-2019

For Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019

ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector
 1221 Oak Street, Room 131
 Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
20-105-2-2	04451700	17-037	999

Location of Property
 2317 INTERNATIONAL BLVD, OAKLAND
 Assessed to on January 1, 2018
 PATEL HASMUKHBHAI B & LEVA RAS

PATEL HASMUKHBHAI B & LEVA RASHMIKA
 2321 INTERNATIONAL BLVD
 OAKLAND, CA 94601-1018

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	164.30
CSA VECTOR CONTROL	(800)273-5167	14.40
CITY EMERG MEDICAL	(510)238-2942	29.74
CITY PARAMEDIC SRV	(510)238-2942	23.66
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
* OUSD MEASURE N	(510)879-8884	120.00
* OUSD MEASURE G1	(510)879-8884	120.00
VIOLENCE PREV TAX	(510)238-2942	723.74
CITY LIBRARY SRV-D	(510)238-2942	498.98
SFBRA MEASURE AA	(888)508-8157	12.00
FLOOD BENEFIT 12	(510)670-6615	32.00
CSA VECTOR CNTRL B	(800)273-5167	2.04
MOSQUITO ASSESS 2	(800)273-5167	1.24
AC TRANSIT MEAS VV	(800)273-5167	96.00
CITY LIBRARY SERV	(510)238-2942	697.84
EBMUD WETWEATHER	(866)403-2683	103.74
* EAST BAY TRAIL LLD	(888)512-0316	5.44
* EBRP PARK SAFETY/M	(888)512-0316	12.00
CITY LANDSCP/LIGHT	(510)238-2942	231.06
* Possible Sr Exempt - Call Agency		
Total Fixed Charges and/or Special Assessments		3,132.92

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	5,206.36
VOTER APPROVED DEBT SERVICE :		
COUNTY GO BOND	.0112%	58.30
CITY OF OAKLAND 1	.1982%	1,031.90
SCHOOL UNIFIED	.1176%	612.27
SCHOOL COMM COLL	.0269%	140.05
BAY AREA RAPID TRANSIT	.0070%	36.44
EAST BAY REGIONAL PARK	.0057%	29.68
TOTAL	1.3666%	7,115.00

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	131,909		
FIXTURES	395,727		
TOTAL REAL PROPERTY	527,636		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	527,636	1.3666%	7,210.66
HOMEOWNERS EXEMPTION	-7,000	1.3666%	-95.66
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	520,636	1.3666%	7,115.00
			7,115.00
First Installment		Second Installment	Total Amount Due
\$5,123.96		\$5,123.96	\$10,247.92

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

*① Paid 11/24-2018
 Check #1100 \$ 5123.96
 100*
*② Paid 3-8-2019
 Check #1134 \$ 5123.96*

E-CHECK ACCEPTED THROUGH JUNE 30, 2019
 ONLINE @ www.acgov.org/propertytax/

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED
 ONLINE @ www.acgov.org/propertytax/ OR BY PHONE (510)272-6800, MOBILE @ www.acgov.org/mobile/apps/ THROUGH JUNE 30, 2019 . A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES
 ONLINE @ www.acgov.org/propertytax/

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
 Payment Questions/Credit Card Payments
 (510) 272-6800

Assessor's Office
 Valuation/Exemption
 (510) 272-3787 (510) 272-3770

2017-18

For Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

ALAMEDA COUNTY UNSECURED PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector
1221 Oak Street, Room 131
Oakland, California 94612-4285
(510) 272-6800

Table with 3 columns: Assessee Account Number, Parcel number, Tax Rate Area. Values: 00-136442-00-000-17-00-00, 20-105-2-2, 17-037

Location of Property
2321 INTERNATIONAL BLVD OAKLAND CA
Assessed to on January 1, 2017
PATEL HASMUKH

PATEL HASMUKH
DBA MITCHELL HOTEL
2321 INTERNATIONAL BLVD
OAKLAND CA 94601-1018



Table: Tax Rate Breakdown. Columns: Taxing Agency, Tax Rate, Tax Amount. Rows include Countywide Tax, City of Oakland, School Unified, etc. Total: 1.3508%, 131.25

Table: Fixed Charges and/or Special Assessments. Columns: Description, Phone, Amount

Table: Other Charges. Columns: Description, Amount

Table: Tax Computation Worksheet. Columns: Description, Full Valuation, x Tax Rate, = Tax Amount. Rows include Land Improvements, Fixtures, etc. Subtotal: 131.25, Total Amount Due: \$131.25

PLEASE READ IMPORTANT MESSAGES
Tax bill is for business/personal property and/or trade fixtures.
Handwritten: Paid 7/28/17 Check #2409
E-CHECK ACCEPTED ONLINE @ www.acgov.org/propertytax/
VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED ONLINE @ www.acgov.org/propertytax/ OR BY PHONE (510)272-6800. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.
SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES ONLINE @ www.acgov.org/propertytax/
PLEASE SEE REVERSE FOR MORE INFORMATION

General Information
Ownership of property on the January 1 lien date preceding the fiscal year for which the property is taxed determines the obligation to pay taxes; the disposal of property after the lien date does not relieve the assessee from the liability for payment of taxes.
The TOTAL AMOUNT DUE must be paid by the date indicated on the payment remittance stub attached to this bill. If the taxes are not paid, a 10% delinquent penalty and a \$ 50.00 delinquent fee attaches at 5 p.m. on the date indicated on the stub. If the taxes are unpaid by 5 p.m. on the last day of the second succeeding month after the 10% attaches, an additional penalty of 1.5% attaches to them on the first day of each month thereafter to the time of payment or until a court judgment is entered for the amount of unpaid taxes penalties and costs whichever comes first. In addition to the penalties, the actual costs of collection incurred by the County up to the time the delinquency is paid may be collected by the Tax Collector.
When submitting payment, detach the UNSECURED ROLL TAX PAYMENT STUB and send it with your payment to assure proper credit. Do not mail cash.
A fee of \$ 61.00 will be imposed on all returned or dishonored payments.
Delinquent tax bills will automatically have a CERTIFICATE OF LIEN FOR UNSECURED PROPERTY TAXES recorded against the assessee at the County Recorder's Office immediately after delinquency occurs. The certificate constitutes a lien upon all personal and real property owned or that may subsequently be acquired before the date on which the lien expires, by the assessee named. The lien has the force, effect and priority of a judgment lien for a period of ten years from the date of recordation, or any extension thereof.
PLEASE SEE BACK FOR MORE INFORMATION

There is a 2% maximum inflation factor applied to this value for fact of this application each year results in the factored base value.

ownership and/or have had new construction added since March 1, date of completion of new construction, or January 1 if partially Properties may have multiple valuation dates if more than one re- The appropriate inflation factor is applied to each subsequent year.

Proposition 13 value of a property purchased on May 1, 2015 which May 1, 2016 is comprised of two values. The market value of the red for inflation for two years and the market value of the new stored for inflation for one year. The 2017-2018 factored base year

2016-2017

For Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector
1221 Oak Street, Room 131
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
20-105-2-2	04382600	17-037	999 999

Location of Property
2317 INTERNATIONAL BLVD, OAKLAND
Assessed to on January 1, 2016
PATEL HASMUKHBHAI B & LEVA RAS

PATEL HASMUKHBHAI B & LEVA RASHMIKA
2321 INTERNATIONAL BLVD
OAKLAND CA 94601-1018



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	5,001.52
VOTER APPROVED DEBT SERVICE:		
CITY OF OAKLAND 1	.1961%	980.80
SCHOOL UNIFIED	.1151%	575.67
SCHOOL COMM COLL	.0256%	128.04
BAY AREA RAPID TRANSIT	.0080%	40.01
EAST BAY REGIONAL PARK	.0032%	16.00
EBMUD SPEC DIST 1	.0028%	14.00
TOTAL	1.3508%	6,756.04

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	153.40
CSA VECTOR CONTROL	(800)273-5167	14.40
CITY EMERG MEDICAL	(510)238-3704	27.96
CITY PARAMEDIC SRV	(510)238-3704	22.26
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
OUSD MEASURE N	(510)879-8884	120.00
VIOLENCE PREV TAX	(510)238-3704	1,167.66
FLOOD BENEFIT 12	(510)670-6615	32.00
CSA VECTOR CNTRL B	(800)273-5167	2.04
MOSQUITO ASSESS 2	(800)273-5167	1.24
AC TRANSIT MEAS VV	(800)273-5167	96.00
CITY LIBRARY SERV	(510)238-3704	1,125.56
EBMUD WETWEATHER	(510)287-2048	94.10
EAST BAY TRAIL LLD	(888)512-0316	5.44
EBRP PARK SAFETY/M	(888)512-0316	12.00
CITY LANDSCP/LIGHT	(510)238-3704	231.06
Total Fixed Charges and/or Special Assessments		3,349.86

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND	126,788		
IMPROVEMENTS	380,364		
FIXTURES			
TOTAL REAL PROPERTY	507,152		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	507,152	1.3508%	6,850.59
HOMEOWNERS EXEMPTION	-7,000	1.3508%	-94.55
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	500,152	1.3508%	6,756.04
First Installment		Second Installment	Total Amount Due
\$5,052.95		\$5,052.95	\$10,105.90

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

① Paid 11-14-16
check # 234185052-95

② Paid 3-2-17
check # 2374 # 5052-95

ECHECK ACCEPTED THROUGH JUNE 30, 2017
ONLINE @ www.acgov.org/propertytax/.

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED
ONLINE @ www.acgov.org/propertytax/ OR BY PHONE (510)272-6800, MOBILE @ www.acgov.org/mobile/apps/ THROUGH JUNE 30, 2017. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES
ONLINE @ www.acgov.org/propertytax/.

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

2015-2016

For Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016

ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector
 1221 Oak Street
 Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
20-105-2-2	04372000	17-037	

Location of Property
 2317 INTERNATIONAL BLVD, OAKLAND
 Assessed to on January 1, 2015
 PATEL HASMUKHBHAI B & LEVA RAS

PATEL HASMUKHBHAI B & LEVA RASHMIKA
 2321 INTERNATIONAL BLVD
 OAKLAND CA 94601-1018



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	4,925.34
VOTER APPROVED DEBT SERVICE:		
CITY OF OAKLAND 1	.1651%	813.15
SCHOOL UNIFIED	.1539%	758.01
SCHOOL COMM COLL	.0337%	165.98
BAY AREA RAPID TRANSIT	.0026%	12.81
EAST BAY REGIONAL PARK	.0067%	33.00
EBMUD SPEC DIST 1	.0034%	16.75
TOTAL	1.3654%	6,725.04

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	148.90
CSA VECTOR CONTROL	(800)273-5167	14.40
CITY EMERG MEDICAL	(510)238-3704	27.26
CITY PARAMEDIC SRV	(510)238-3704	21.70
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
OUSD MEASURE N	(510)879-8884	120.00
VIOLENCE PREV TAX	(510)238-3704	575.32
FLOOD BENEFIT 12	(510)670-5762	32.00
CSA VECTOR CNTRL B	(800)273-5167	2.04
MOSQUITO ASSESS 2	(800)273-5167	1.24
AC TRANSIT MEAS VV	(877)299-1190	96.00
CITY LIBRARY SERV	(510)238-3704	554.56
EBMUD WETWEATHER	(510)287-0275	89.62
EAST BAY TRAIL LLD	(800)676-7516	5.44
EBRP PARK SAFETY/M	(800)676-7516	12.00
CITY LANDSCP/LIGHT	(510)238-3704	231.06

Total Fixed Charges and/or Special Assessments **2,176.28**

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND	124,883		
IMPROVEMENTS	374,651		
FIXTURES			
TOTAL REAL PROPERTY	499,534		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	499,534	1.3654%	6,820.61
HOMEOWNERS EXEMPTION	-7,000	1.3654%	-95.57
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	492,534	1.3654%	6,725.04

First Installment	Second Installment	Total Amount Due
\$4,450.66	\$4,450.66	\$8,901.32

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

*Paid Q1 11/18/15
 check # 2250 \$4450.66
 Paid Q2 3/7/16
 check # 2279 \$4450.66*

E-CHECK ACCEPTED THROUGH JUNE 30, 2016
 ONLINE @ www.acgov.org/propertytax/

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED
 ONLINE @ www.acgov.org/propertytax/ OR
 BY PHONE (510)272-6800, MOBILE @ www.acgov.org/mobile/apps/ THROUGH
 JUNE 30, 2016. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES
 ONLINE @ www.acgov.org/propertytax/

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
 Payment Questions/Credit Card Payments
 (510) 272-6800

Assessor's Office
 Valuation/Exemption
 (510) 272-3787 (510) 272-3770

2014-2015

For Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015

ALAMEDA COUNTY

SECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector
1221 Oak Street
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
20-105-2-2	04369600	17-037	

Location of Property
2317 INTERNATIONAL BLVD, OAKLAND
Assessed to on January 1, 2014
PATEL HASMUKHBHAI B & LEVA RAS

PATEL HASMUKHBHAI B & LEVA RASHMIKA
2321 INTERNATIONAL BLVD
OAKLAND CA 94601-1018



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	4,827.50
VOTER APPROVED DEBT SERVICE :		
CITY OF OAKLAND 1	.2042%	985.77
SCHOOL UNIFIED	.1745%	842.40
SCHOOL COMM COLL	.0412%	198.89
BAY AREA RAPID TRANSIT	.0045%	21.72
EAST BAY REGIONAL PARK	.0085%	41.03
EBMUD SPEC DIST 1	.0047%	22.69
TOTAL	1.4376%	6,940.00

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	145.24
CSA VECTOR CONTROL	(800)273-5167	14.40
CITY EMERG MEDICAL	(510)238-3704	26.52
CITY PARAMEDIC SRV	(510)238-3704	21.10
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
VIOLENCE PREV TAX	(510)238-3704	575.34
FLOOD BENEFIT 12	(510)670-5762	32.00
CSA VECTOR CNTRL B	(800)273-5167	2.04
MOSQUITO ASSESS 2	(800)273-5167	1.24
AC TRANSIT MEAS VV	(877)299-1190	96.00
CITY LIBRARY SERV	(510)238-3704	539.44
EBMUD WETWEATHER	(510)287-1852	402.02
EAST BAY TRAIL LLD	(800)676-7516	5.44
EBRP PARK SAFETY/M	(800)676-7516	12.00
CITY LANDSCP/LIGHT	(510)238-3704	231.06

Total Fixed Charges and/or Special Assessments **2,348.58**

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	122,437		
FIXTURES	367,313		
TOTAL REAL PROPERTY	489,750		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	489,750	1.4376%	7,040.63
HOMEOWNERS EXEMPTION	-7,000	1.4376%	-100.63
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	482,750	1.4376%	6,940.00
			6,940.00
First Installment	Second Installment	Total Amount Due	
\$4,644.29	\$4,644.29	\$9,288.58	

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$ 61.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

*Paid 3-16-15
Check # 2190
\$4644.29*

ECHECK ACCEPTED
ONLINE @ www.acgov.org THROUGH JUNE 30, 2015

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED BY PHONE (510)272-6800 OR ONLINE @ www.acgov.org, MOBILE @ www.acgov.org/mobile/apps/ THROUGH JUNE 30, 2015. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES ONLINE @ www.acgov.org/propertytax

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

*Paid 11-3-14
Check # 2155
\$4644.29*

2013-2014

For Fiscal Year Beginning July 1, 2013 and Ending June 30, 2014

ALAMEDA COUNTY

SECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector
1221 Oak Street
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
20-105-2-2	04352300	17-037	

Location of Property

2317 INTERNATIONAL BLVD, OAKLAND

Assessed to on January 1, 2013

PATEL HASMUKH B & HASMUKHBHAI

PATEL HASMUKHBHAI B & LEVA RASHMIKA
2321 INTERNATIONAL BLVD
OAKLAND CA 94601-1018



Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	4,805.40
VOTER APPROVED DEBT SERVICE :		
CITY OF OAKLAND 1	.1985%	953.85
SCHOOL UNIFIED	.1780%	855.36
SCHOOL COMM COLL	.0419%	201.35
BAY AREA RAPID TRANSIT	.0075%	36.04
EAST BAY REGIONAL PARK	.0078%	37.48
EBMUD SPEC DIST 1	.0066%	31.72
TOTAL	1.4403%	6,921.20

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	141.80
CSA VECTOR CONTROL	(800)273-5167	14.40
CITY EMERG MEDICAL	(510)238-3704	25.94
CITY PARAMEDIC SRV	(510)238-3704	20.66
SCHOOL MEASURE G	(510)879-8884	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
VIOLENCE PREV TAX	(510)238-3704	102.40
FLOOD BENEFIT 12	(510)670-5762	32.00
CSA VECTOR CNTRL B	(800)273-5167	2.04
MOSQUITO ASSESS 2	(800)273-5167	1.24
AC TRANSIT MEAS VV	(877)299-1190	96.00
CITY LIBRARY SERV	(510)238-3704	96.02
EBMUD WETWEATHER	(510)287-1852	370.52
EAST BAY TRAIL LLD	(800)676-7516	5.44
EBRP PARK SAFETY/M	(800)676-7516	12.00
CITY LANDSCP/LIGHT	(510)238-3704	231.06
Total Fixed Charges and/or Special Assessments		1,396.26

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	121,885		
FIXTURES	365,655		
TOTAL REAL PROPERTY	487,540		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	487,540	1.4403%	7,022.02
HOMEOWNERS EXEMPTION	7,000	1.4403%	100.82-
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	480,540	1.4403%	6,921.20
			6,921.20
First Installment	Second Installment	Total Amount Due	
\$4,158.73	\$4,158.73	\$8,317.46	

PLEASE READ IMPORTANT MESSAGES

A FEE OF \$55.00 WILL BE IMPOSED ON ALL RETURNED OR DISHONORED PAYMENTS.

Handwritten notes:
 Paid 11-6-13
 Check # 20677 \$4158.73
 Paid 3-3-14
 Check # 20944 \$4158.73

ECHECK ACCEPTED
ONLINE @ www.acgov.org THROUGH JUNE 30, 2014

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED BY PHONE (510)272-6800 OR ONLINE @ www.acgov.org, MOBILE @ www.acgov.org/mobile/apps/ THROUGH JUNE 30, 2014. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES ONLINE @ www.acgov.org/propertytax

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

2012-2013

For Fiscal Year Beginning July 1, 2012 and Ending June 30, 2013

ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector
1221 Oak Street
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax-Rate Area	Special-Handling
20-105-2-2	04387900	17-037	

Location of Property
2317 INTERNATIONAL BLVD
Assessed to on January 1, 2012
PATEL HASMUKH B & HASMUKHBHAI

PATEL HASMUKH B & HASMUKHBHAI B
2321 INTERNATIONAL BLVD
OAKLAND CA 94601-1018



Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	4,709.81
VOTER APPROVED DEBT SERVICE :		
CITY OF OAKLAND 1	.2077%	978.20
SCHOOL UNIFIED	.1384%	651.84
SCHOOL COMM COLL	.0434%	204.41
BAY AREA RAPID TRANSIT	.0043%	20.25
EAST BAY REGIONAL PARK	.0051%	24.02
EBMUD SPEC DIST 1	.0068%	32.03
TOTAL	1.4057%	6,620.56

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	138.40
CSA VECTOR CONTROL	(800)273-5167	14.40
CITY EMERG MEDICAL	(510)238-3704	25.26
CITY PARAMEDIC SRV	(510)238-3704	20.12
SCHOOL MEASURE G	(510)273-3287	195.00
PERALTA CCD MEAS B	(800)792-8021	48.00
VIOLENCE PREV TAX	(510)238-3704	99.72
FLOOD BENEFIT 12	(510)670-5762	32.00
CSA VECTOR CNTRL B	(800)273-5167	2.04
MOSQUITO ASSESS 2	(800)273-5167	1.24
AC TRANSIT MEAS VV	(877)299-1190	96.00
CITY LIBRARY SERV	(510)238-3704	93.50
EBMUD WETWEATHER	(510)287-1852	339.92
EAST BAY TRAIL LLD	(800)676-7516	5.44
EBRP PARK SAFETY/M	(800)676-7516	12.00
CITY LANDSCP/LIGHT	(510)238-3704	231.06
Total Fixed Charges and/or Special Assessments		1,355.84

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	119,495		
FIXTURES	358,486		
TOTAL REAL PROPERTY	477,981		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	477,981	1.4057%	6,718.95
HOMEOWNERS EXEMPTION	7,000	1.4057%	98.39-
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	470,981	1.4057%	6,620.56
			6,620.56
First Installment	Second Installment	Total Amount Due	
\$3,988.20	\$3,988.20	\$7,976.40	

PLEASE READ IMPORTANT MESSAGES

Return Check Charge \$55.00

*(1) Paid 11-19-12
check # 1981 \$3988.20*

*(2) Paid 3-11-13
check # 2017 \$3988.20*

ECHECK ACCEPTED
ONLINE @ www.acgov.org THROUGH JUNE 30, 2013

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED BY PHONE (510)272-6800 OR ONLINE @ www.acgov.org THROUGH JUNE 30, 2013. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES ONLINE @ www.acgov.org/propertytax

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

2011-2012

For Fiscal Year Beginning July 1, 2011 and Ending June 30, 2012

**ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT**

Donald R. White, Treasurer and Tax Collector
1221 Oak Street
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax Rate Area	Special Handling
20-105-2-2	043797	17-037	

Location of Property

2317 INTERNATIONAL BLVD

Assessed to on January 1, 2011

PATEL HASMUKH B & HASMUKHBHAI

PATEL HASMUKH B & HASMUKHBHAI B
2321 INTERNATIONAL BLVD
OAKLAND CA 94601-1018



Tax Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	4,616.12
VOTER APPROVED DEBT SERVICE : CITY OF OAKLAND 1		
SCHOOL UNIFIED	.2192%	1,011.85
SCHOOL COMM COLL	.1305%	602.40
BAY AREA RAPID TRANSIT	.0436%	201.26
EAST BAY REGIONAL PARK	.0041%	18.93
EBMUD SPEC DIST 1	.0071%	32.77
	.0067%	30.93
TOTAL	1.4112%	6,514.26

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	134.34
CSA VECTOR CONTROL	(800)273-5167	14.40
CITY EMERG MEDICAL	(510)238-3704	24.62
CITY PARAMEDIC SRV	(510)238-3704	19.60
SCHOOL MEASURE G	(510)879-8155	195.00
VIOL PREV TAX 1112	(510)238-3704	97.18
VIOL PREV TAX 1011	(510)238-3704	95.86
FLOOD BENEFIT 12	(510)670-5762	32.00
CSA VECTOR CNTRL B	(800)273-5167	2.04
MOSQUITO ASSESS 2	(800)273-5167	1.24
AC TRANSIT MEAS VV	(877)299-1190	96.00
CITY LIBRARY SERV	(510)238-3704	91.12
EBMUD WETWEATHER	(510)287-1852	320.68
EAST BAY TRAIL LLD	(800)676-7516	5.44
EBRP PARK SAFETY/M	(800)676-7516	12.00
CITY LANDSCP/LIGHT	(510)238-3704	231.06
Total Fixed Charges and/or Special Assessments		1,374.32

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	117,153		
FIXTURES	351,459		
TOTAL REAL PROPERTY PERSONAL PROPERTY	468,612		
GROSS ASSESSMENT & TAX	468,612	1.4112%	6,613.04
HOMEOWNERS EXEMPTION	7,000	1.4112%	98.78-
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	461,612	1.4112%	6,514.26
			6,514.26
First Installment	Second Installment	Total Amount Due	
\$3,944.29	\$3,944.29	\$7,888.58	

PLEASE READ IMPORTANT MESSAGES

Return Check Charge \$55.00

*1st Paid 11-14-11
check # 1889 # 3944-29
2nd Paid 3-12-12
check # 1914 # 3944-29
7888-58*

ECHECK ACCEPTED
ONLINE @ www.acgov.org THROUGH JUNE 30, 2012

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED BY PHONE (510)272-6800 OR ONLINE @ www.acgov.org THROUGH JUNE 30, 2012. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES ONLINE @ www.acgov.org/propertytax

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

2010-2011

For Fiscal Year Beginning July 1, 2010 and Ending June 30, 2011

**ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT**

Donald R. White, Treasurer and Tax Collector
1221 Oak Street
Oakland, California 94612-4285

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
20-105-2-2	043639	17-037	

Location of Property
2317 INTERNATIONAL BLVD
Assessed to on January 1, 2010
PATEL HASMUKH B & HASMUKHBHAI

PATEL HASMUKH B & HASMUKHBHAI B
2321 INTERNATIONAL BLVD
OAKLAND CA 94601-1018



Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	4,581.12
VOTER APPROVED DEBT SERVICE:		
CITY OF OAKLAND 1	.2207%	1,011.05
SCHOOL UNIFIED	.1267%	580.43
SCHOOL COMM COLL	.0430%	196.99
BAY AREA RAPID TRANSIT	.0031%	14.20
EAST BAY REGIONAL PARK	.0084%	38.48
EBMUD SPEC DIST 1	.0067%	30.69
TOTAL	1.4086%	6,452.96

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	(800)273-5167	1.74
CSA PARAMEDIC	(800)441-8280	132.10
CSA VECTOR CONTROL	(800)273-5167	14.40
CITY EMERG MEDICAL	(510)238-3789	24.30
CITY PARAMEDIC SRV	(510)238-3789	19.34
SCHOOL MEASURE G	(510)879-8155	195.00
FLOOD BENEFIT 12	(510)670-5762	32.00
CSA VECTOR CNTRL B	(800)273-5167	2.04
MOSQUITO ASSESS 2	(800)273-5167	1.24
AC TRANSIT MEAS VV	(877)299-1190	96.00
CITY LIBRARY SERV	(510)238-3789	89.90
EBMUD WETWEATHER	(510)287-1852	302.58
EAST BAY TRAIL LLD	(800)273-5167	5.44
EBRP PARK SAFETY/M	(800)273-5167	12.00
CITY LANDSCP/LIGHT	(510)238-3789	231.06
Total Fixed Charges and Special Assessments		1,159.14

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	116,278		
FIXTURES	348,834		
TOTAL REAL PROPERTY	465,112		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	465,112	1.4086%	6,551.56
HOMEOWNERS EXEMPTION	7,000	1.4086%	98.60
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	458,112	1.4086%	6,452.96
			6,452.96
First Installment		Second Installment	Total Amount Due
\$3,806.05		\$3,806.05	\$7,612.10

PLEASE READ IMPORTANT MESSAGES

Return Check Charge \$55.00

*Paid - 11/11
Check # 1837
3806-05*

ECHECK ACCEPTED
ONLINE @ www.acgov.org THROUGH JUNE 30, 2011

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED BY PHONE (510)272-6800 OR ONLINE @ www.acgov.org THROUGH JUNE 30, 2011. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

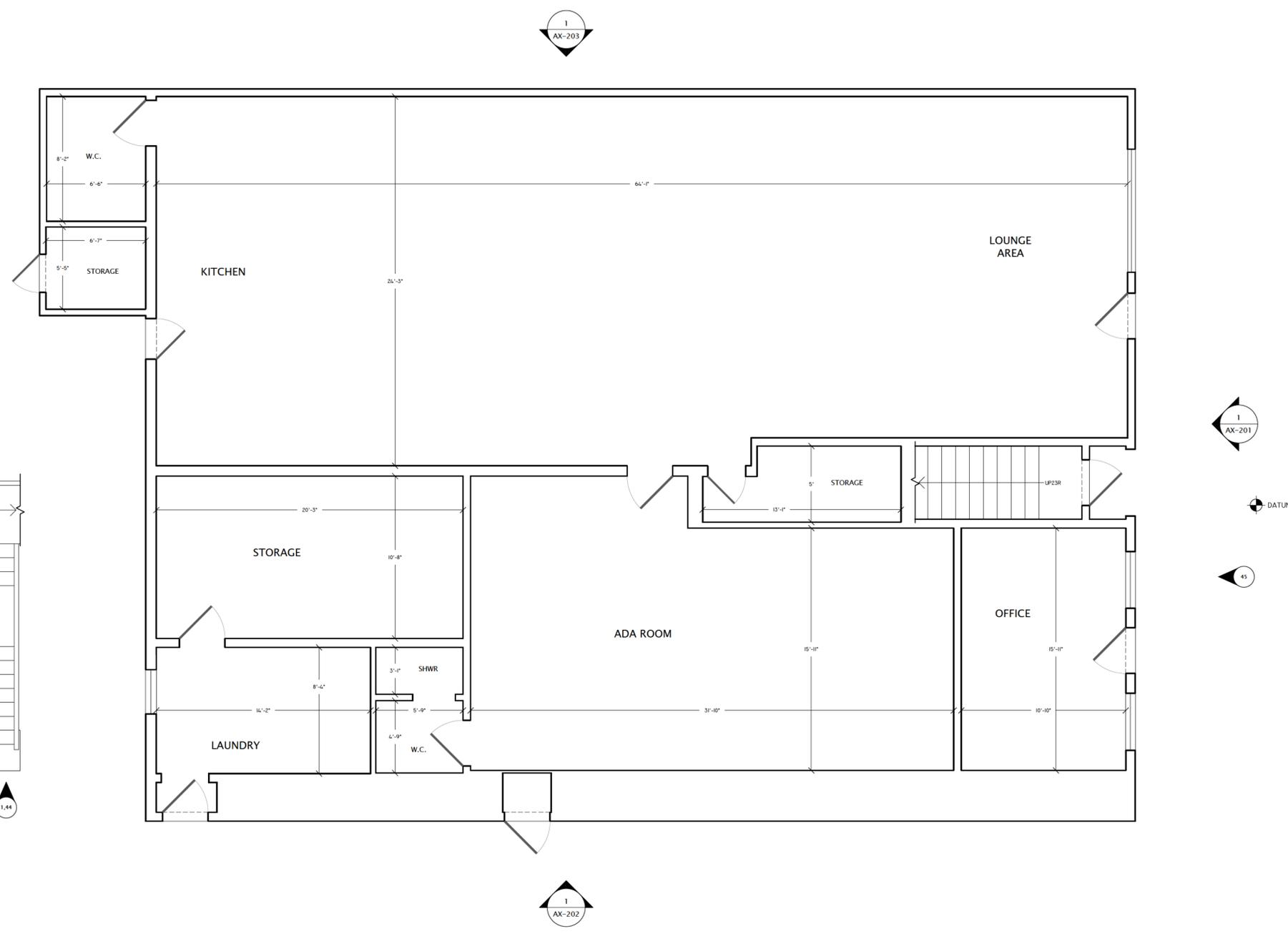
SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES
ONLINE @ www.acgov.org/propertytax.htm

PLEASE SEE REVERSE FOR MORE INFORMATION

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

*Paid 12/2/10
3806-05
Check # 1819*



1 EXISTING ENTRY LEVEL FLOOR PLAN
 3,230 SQFT GROSS MEASURED AREA
 64 SQFT MEASURED EXTERIOR SURFACES

THESE ARE BASIC FLOOR PLANS. NO INTERIOR ELEMENTS SHOWN, UNLESS NOTED OTHERWISE.

2317 INTERNATIONAL BLVD
 OAKLAND, CA 94601

THIS DRAWING IS A RECORD OF REAL PROPERTY THAT IS GENERALLY ACCEPTED TO BE SUITABLE FOR USE IN PLANNING, DESIGN, LEASE, AND GENERAL ASSET MANAGEMENT. IT SHOULD NOT BE USED TO DETERMINE EXACT MEASUREMENTS OF SPACES OR ARTIFACTS FOUND HEREIN FOR ANY PURPOSE.
 EXTERIOR ELEMENTS HAVE BEEN MEASURED AND DRAFTED FOR REFERENCE ONLY - THIS IS NOT A SURVEY.

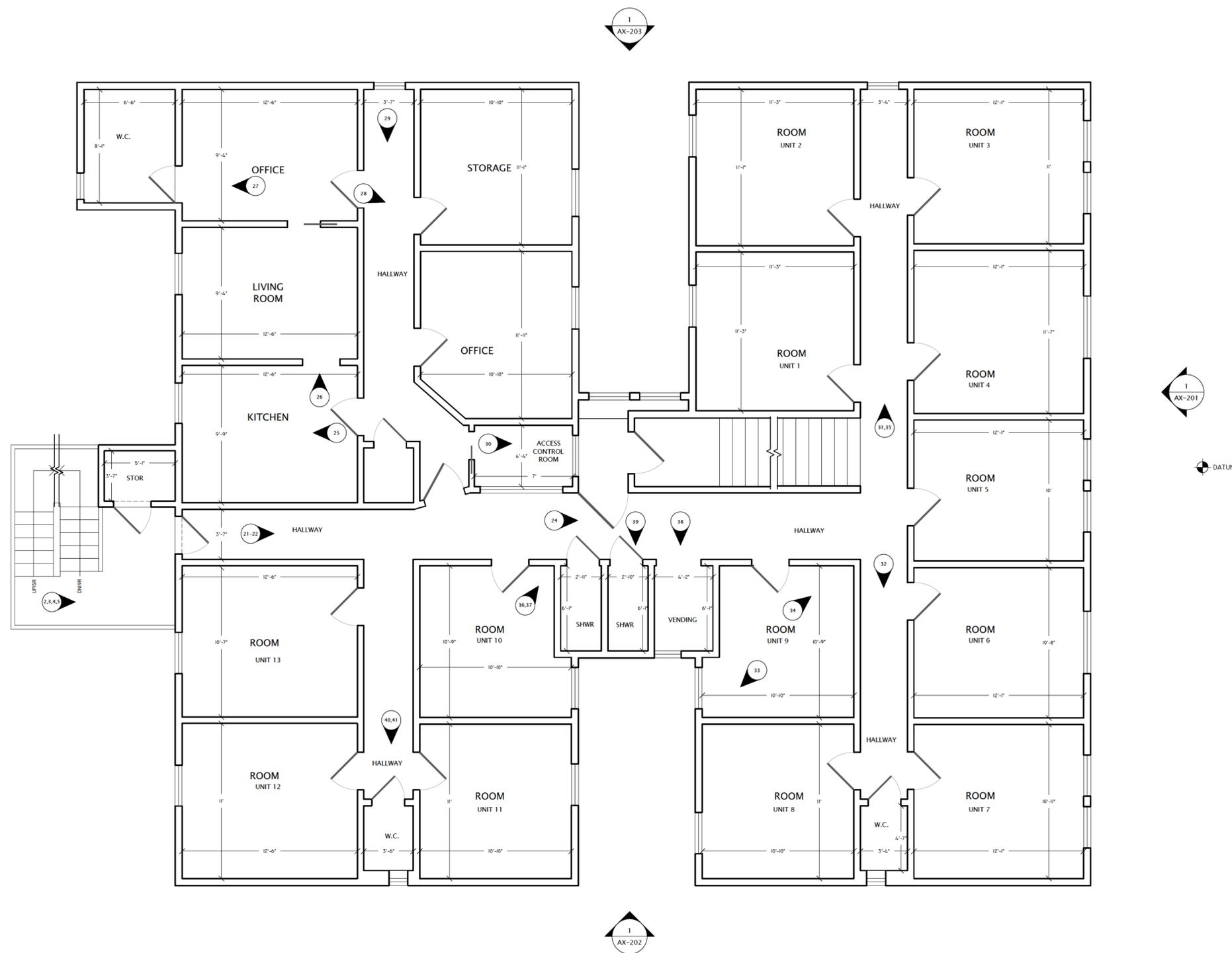


EXISTING FLOOR PLAN

REF: 2317sf_Oakland_HTL
 REV: 0
 DRAWN BY: RC
 AUDITED BY: TL

SHEET SIZE: 24x36
 SCALE: 1/4"=1'-0"
 FIELD MEASURE:
 10/17/2019

AX-101
 1 OF 7



1 EXISTING SECOND LEVEL FLOOR PLAN
 3,480 SQFT GROSS MEASURED AREA
 153 SQFT MEASURED EXTERIOR SURFACES

THESE ARE BASIC FLOOR PLANS. NO INTERIOR ELEMENTS SHOWN, UNLESS NOTED OTHERWISE.

2317 INTERNATIONAL BLVD
 OAKLAND, CA 94601

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 EXTERIOR ELEMENTS HAVE BEEN MEASURED AND DRAFTED FOR REFERENCE ONLY - THIS IS NOT A SURVEY.

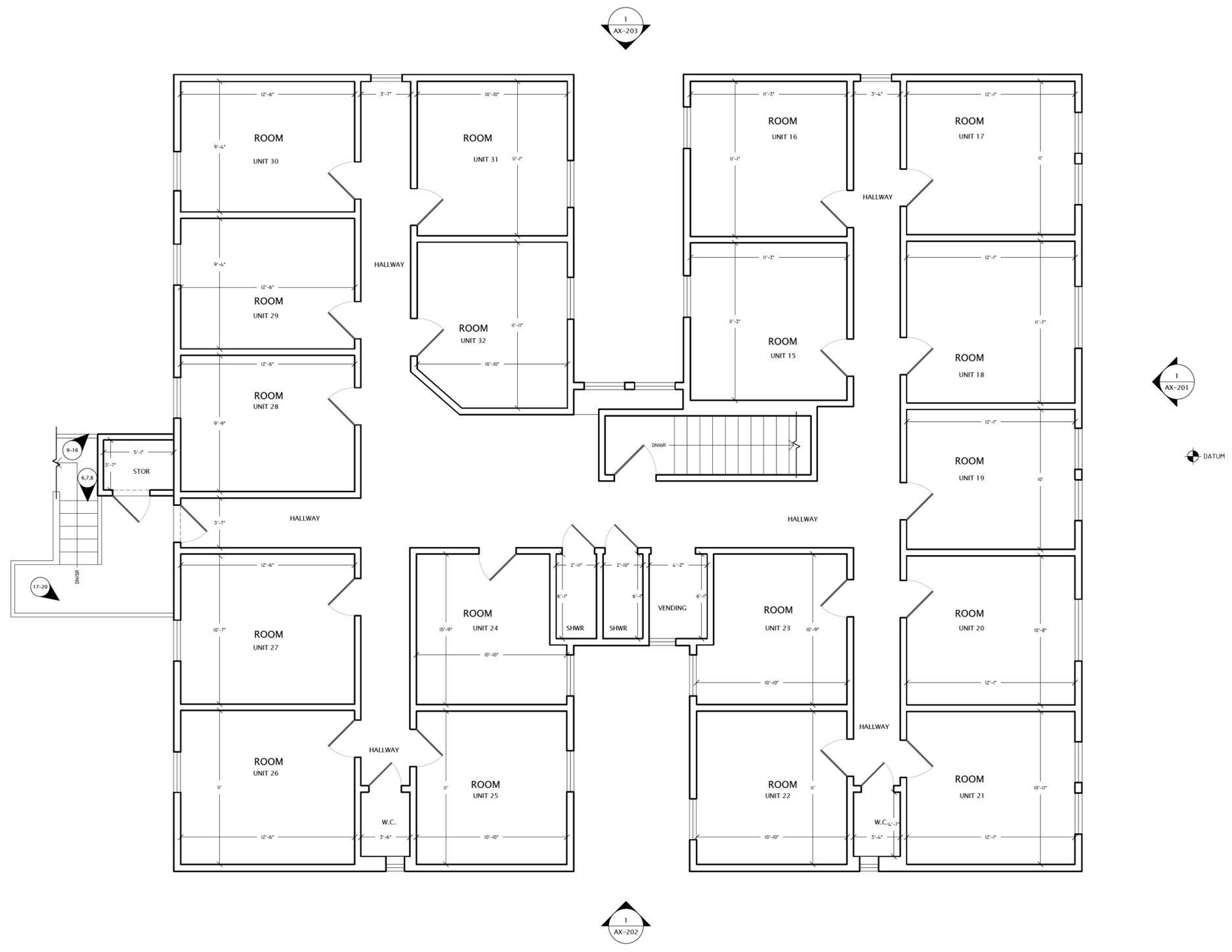


EXISTING FLOOR PLAN

REF: 2317sf_Oakland_HTL
 REV: 0
 DRAWN BY: RC
 AUDITED BY: TL

SHEET SIZE: 24x36
 SCALE: 1/4"=1'-0"
 FIELD MEASURE:
 10/17/2019

AX-102
 2 OF 7



1 EXISTING THIRD LEVEL FLOOR PLAN

3,415 SQFT GROSS MEASURED AREA
125 SQFT MEASURED EXTERIOR SURFACES

THESE ARE BASIC FLOOR PLANS. NO INTERIOR ELEMENTS SHOWN, UNLESS NOTED OTHERWISE.

2317 INTERNATIONAL BLVD
OAKLAND, CA 94601

THIS DRAWING IS A RECORD OF REAL PROPERTY THAT IS GENERALLY ACCEPTED TO BE SUITABLE FOR USE IN PLANNING, DESIGN, LEASE, AND GENERAL ASSET MANAGEMENT. IT SHOULD NOT BE USED TO DETERMINE EXACT MEASUREMENTS OF SPACES OR ARTIFACTS FOUND HEREIN FOR ANY PURPOSE.
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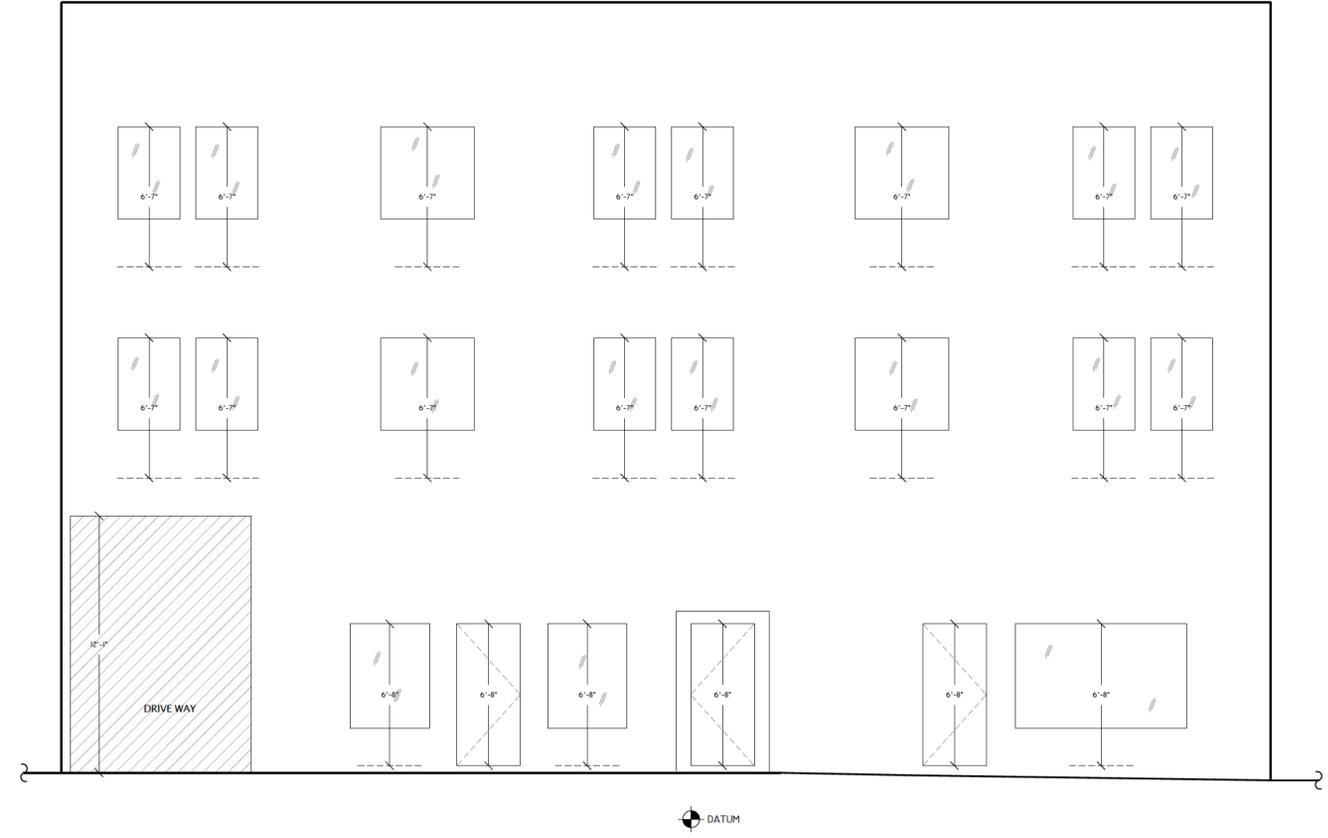
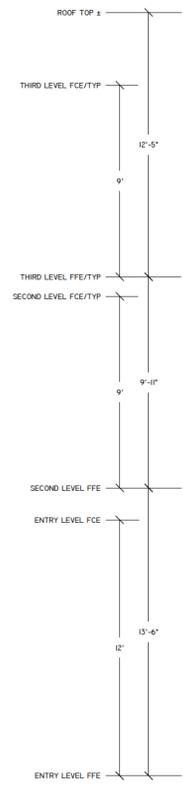
ASBUILT SERVICES
FOR THE RECORD SINCE 1990
1-800-318-0099 ASBUILTSERVICES.COM

EXISTING FLOOR PLAN

REF: 2317sf_Oakland_HTL
REV: 0
DRAWN BY: RC
AUDITED BY: TL

SHEET SIZE: 24x36
SCALE: 1/4"=1'-0"
FIELD MEASURE:
10/17/2019

AX-103
3 OF 7



① EXISTING NORTHEAST ELEVATION

THESE ARE BASIC ELEVATIONS.
NO BUILDING ORNAMENTATION SHOWN.

2317 INTERNATIONAL BLVD
OAKLAND, CA 94601

THIS DRAWING IS A RECORD OF REAL PROPERTY THAT IS GENERALLY ACCEPTED TO BE SUITABLE FOR USE IN PLANNING, DESIGN, LEASE, AND GENERAL ASSET MANAGEMENT. IT SHOULD NOT BE USED TO DETERMINE EXACT MEASUREMENTS OF SPACES OR ARTIFACTS FOUND HEREIN FOR ANY PURPOSE.
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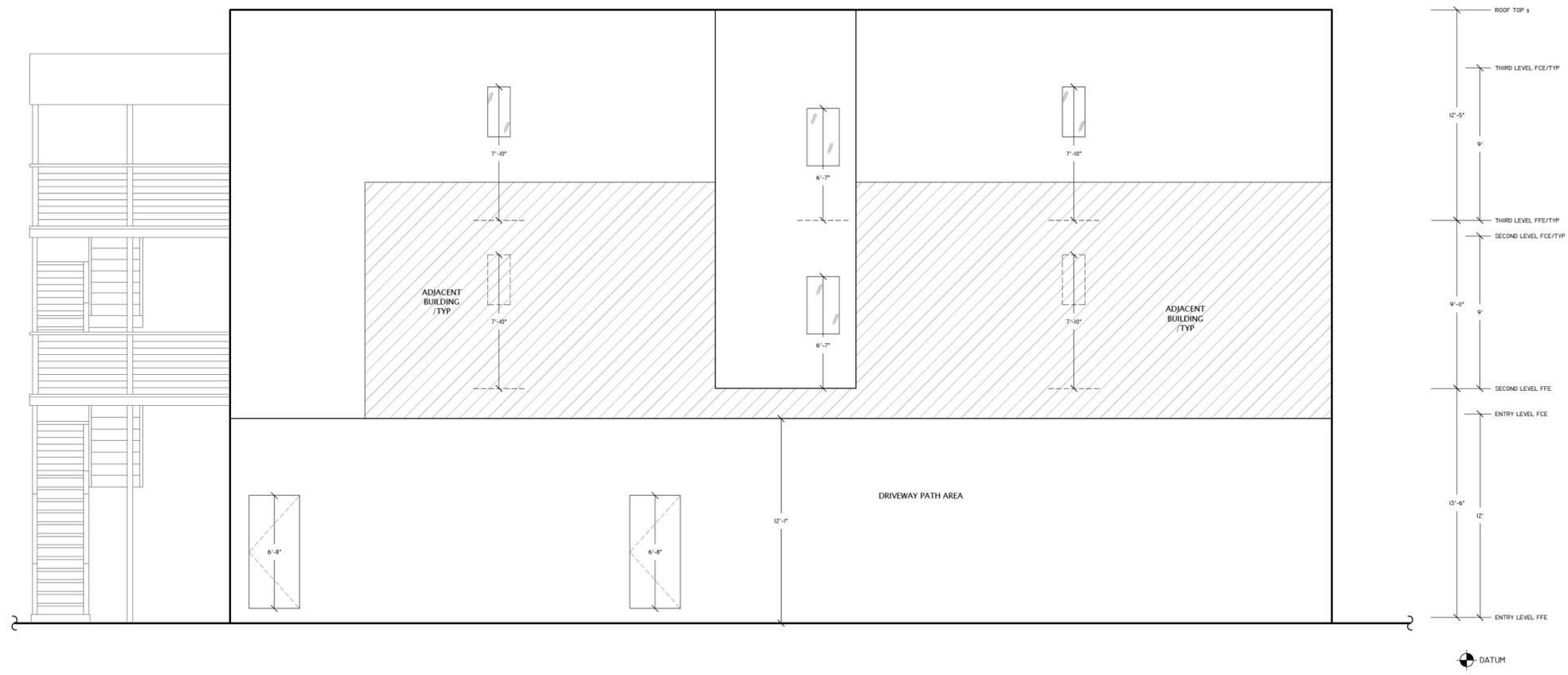
ASBUILT SERVICES
FOR THE RECORD SINCE 1990
1-800-318-0099 ASBUILTSERVICES.COM

EXISTING EXTERIOR ELEVATIONS

REF: 2317sf_Oakland_HTL
REV: 0
DRAWN BY: RC
AUDITED BY: TL

SHEET SIZE: 24x36
SCALE: 1/4"=1'-0"
FIELD MEASURE:
10/17/2019

AX-201
4 OF 7



① EXISTING SOUTHEAST ELEVATION

THESE ARE BASIC ELEVATIONS.
NO BUILDING ORNAMENTATION SHOWN.

2317 INTERNATIONAL BLVD
OAKLAND, CA 94601

THIS DRAWING IS A RECORD OF REAL PROPERTY THAT IS GENERALLY ACCEPTED TO BE SUITABLE FOR USE IN PLANNING, DESIGN, LEASE, AND GENERAL ASSET MANAGEMENT. IT SHOULD NOT BE USED TO DETERMINE EXACT MEASUREMENTS OF SPACES OR ARTIFACTS FOUND HEREIN FOR ANY PURPOSE.
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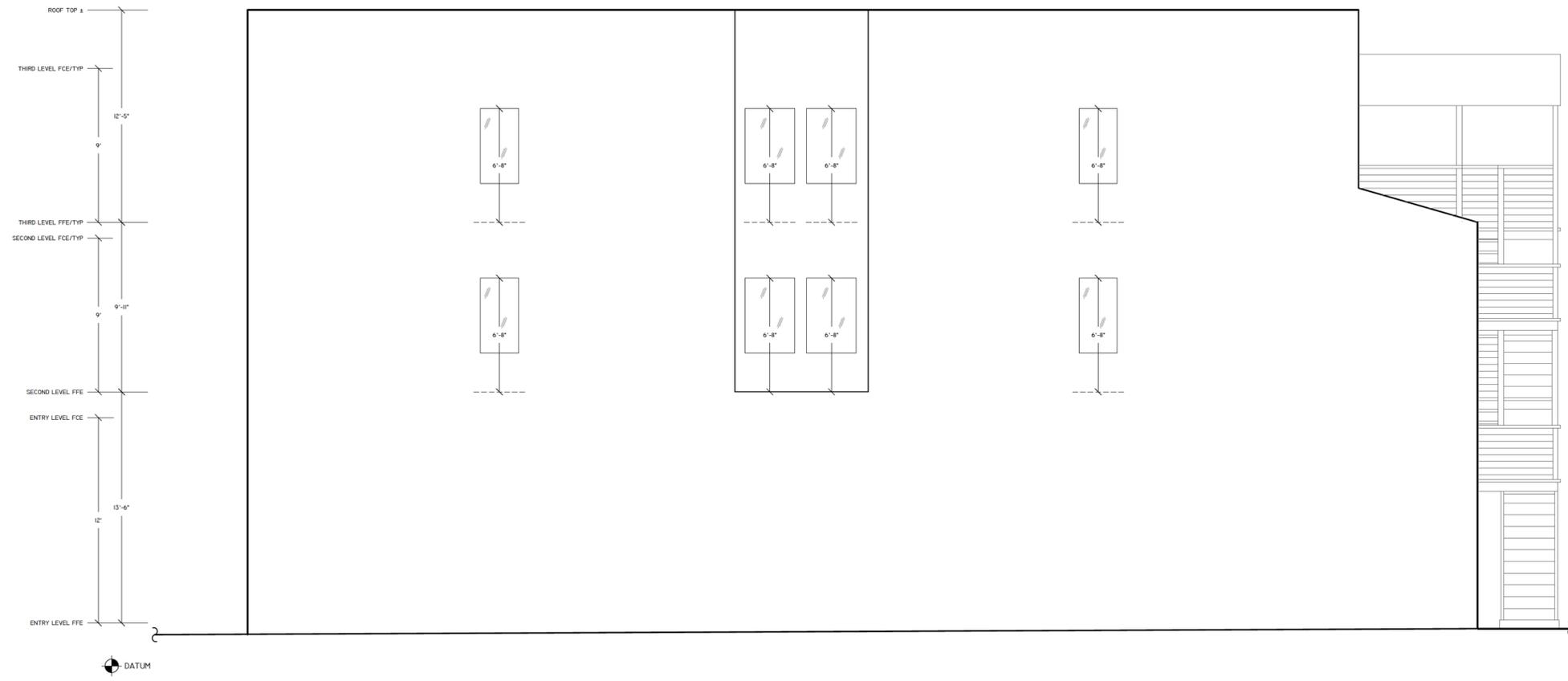
ASBUILT SERVICES
FOR THE RECORD SINCE 1990
1-800-318-0099 ASBUILTSERVICES.COM

EXISTING EXTERIOR ELEVATIONS

REF: 2317sf_Oakland_HTL
REV: 0
DRAWN BY: RC
AUDITED BY: TL

SHEET SIZE: 24x36
SCALE: 1/4"=1'-0"
FIELD MEASURE:
10/17/2019

AX-202
5 OF 7



① EXISTING NORTHWEST ELEVATION

THESE ARE BASIC ELEVATIONS.
NO BUILDING ORNAMENTATION SHOWN.

2317 INTERNATIONAL BLVD
OAKLAND, CA 94601

THIS DRAWING IS A RECORD OF REAL PROPERTY THAT IS GENERALLY ACCEPTED TO BE SUITABLE FOR USE IN PLANNING, DESIGN, LEASE, AND GENERAL ASSET MANAGEMENT. IT SHOULD NOT BE USED TO DETERMINE EXACT MEASUREMENTS OF SPACES OR ARTIFACTS FOUND HEREIN FOR ANY PURPOSE.



ASBUILT SERVICES
FOR THE RECORD SINCE 1990
1-800-318-0099 ASBUILTSERVICES.COM

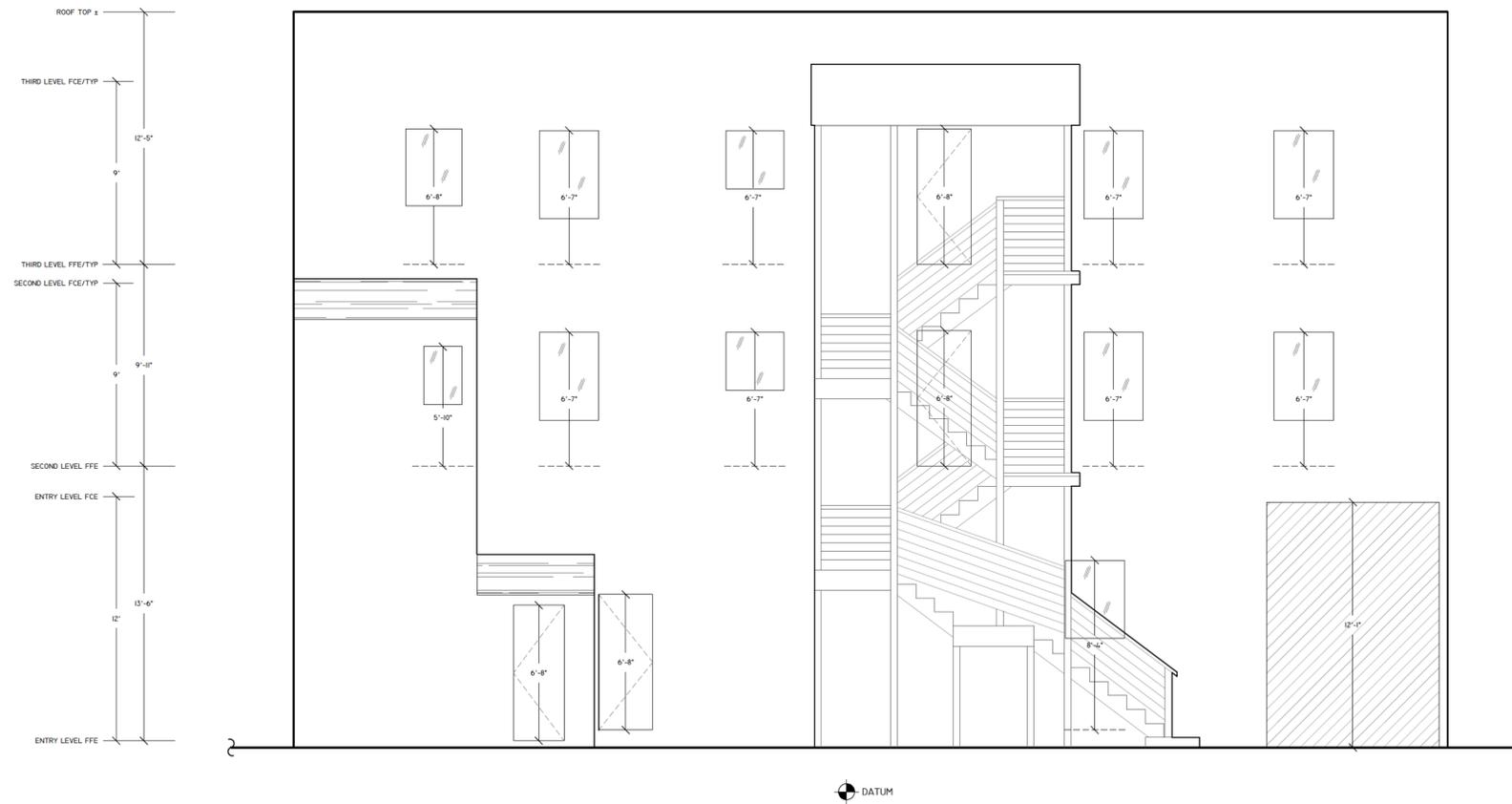
EXTERIOR ELEMENTS HAVE BEEN MEASURED AND DRAFTED FOR REFERENCE ONLY - THIS IS NOT A SURVEY.

EXISTING EXTERIOR ELEVATIONS

REF: 2317sf_Oakland_HTL
REV: 0
DRAWN BY: RC
AUDITED BY: TL

SHEET SIZE: 24x36
SCALE: 1/4"=1'-0"
FIELD MEASURE:
10/17/2019

AX-203
6 OF 7



① EXISTING SOUTHWEST ELEVATION

THESE ARE BASIC ELEVATIONS.
NO BUILDING ORNAMENTATION SHOWN.

2317 INTERNATIONAL BLVD
OAKLAND, CA 94601

THIS DRAWING IS A RECORD OF REAL PROPERTY THAT IS GENERALLY ACCEPTED TO BE SUITABLE FOR USE IN PLANNING, DESIGN, LEASE, AND GENERAL ASSET MANAGEMENT. IT SHOULD NOT BE USED TO DETERMINE EXACT MEASUREMENTS OF SPACES OR ARTIFACTS FOUND HEREIN FOR ANY PURPOSE.



ASBUILT SERVICES
FOR THE RECORD SINCE 1990
1-800-318-0099 ASBUILTSERVICES.COM

EXISTING EXTERIOR ELEVATIONS

REF: 2317sf_Oakland_HTL
REV: 0
DRAWN BY: RC
AUDITED BY: TL

SHEET SIZE: 24x36
SCALE: 1/4"=1'-0"
FIELD MEASURE:
10/17/2019

AX-204
7 OF 7

Attachment 7

SUPPLEMENT TO APPEAL

CASE NO. DET 190157

FILED JANUARY 27, 2020

This is a supplement to the appeal filed on January 27, 2020 in connection with the property located at 2317 – 2327 International Blvd., Oakland CA (the “Premises” or “Mitchell Hotel”). Appellant respectfully argues as follows:

- A. The Transitional/Temporary Use of the Property Removes it From the Definition of Residential Hotel as a Matter of Law.

Pursuant to Oakland Planning Code Section 17.153.020, a Residential Hotel is defined as follows:

“ . . . any building built before 1960 containing six (6) or more Rooming Units . . . intended or designed to be used, or which are used, rented, or hired out to be occupied, or which are occupied, for sleeping purposes for *guests, which is also the primary residence of those guests*, and where the entrances to the individual units are generally accessed via a shared lobby area.” (Emphasis added.)

Thus, pursuant to Oakland Planning Code Section 17.153.020, the term “Residential Hotel” refers only to hotels with *guests, with no other primary residences*. As will be demonstrated more fully below, the Mitchell Hotel, as a matter of law, does not fit the Oakland Planning Code definition of a Residential Hotel, both because its occupants are not “guests” and because the hotel is not the “primary residence” of the current occupants.

Attached hereto as Exhibit 1 is a true and correct photocopy of the Kingdom Builders Christian Fellowship Ministries, Inc. California Department of Corrections and Rehabilitation Agreement No. C5607635 (the “Mitchell Hotel Agreement”), together with Exhibit A, Scope of Work, to the Mitchell Hotel Agreement (“Exhibit A to the Mitchell Hotel Agreement”). A true and correct photocopy of Exhibit A to the Mitchell Hotel Agreement is attached hereto as Exhibit 2. The Mitchell Hotel Agreement is dated October 5, 2017, almost one year before the subject code section became effective, and the agreement has been in full force and effect since that date.¹ The Kingdom Builders Christian Fellowship Ministries, Inc. is referred to herein as “Kingdom Builders” and the California Department of Corrections and Rehabilitation is referred to herein as “CDRC.” Since on or about October 5, 2017, the Mitchell Hotel has been

¹ The City Planning Department advises that the question whether a hotel is a “Residential Hotel” depends on the use the hotel was put to on October 1, 2018. Although the Mitchell Hotel Agreement is dated October 5, 2017, the hotel was turned over to Kingdom Builders in September 2017 and participants started arriving at the hotel on a roving basis in November 2017. Kingdom Builders continues to operate the program to date. As will be more fully demonstrated below, the Mitchell Hotel does not fit within the City’s definition of a “Residential Hotel.”

contractually bound to be operated by Kingdom Builders for CDRC to provide transitional services to formerly incarcerated individuals in order to assist them in reentering society.

1. The current occupants of the Mitchell Hotel are not guests.

The Merriam-Webster Dictionary defines a guest as follows: (1) a person entertained in one's house; (2) a person to whom hospitality is extended; or (3) a person who pays for the services of an establishment (such as a hotel or restaurant). The only option from the dictionary definition of "guest" that could possibly apply to the occupants of the Mitchell Hotel would be No. 3 - a person who pays for the services of a hotel. However, the occupants of the Mitchell Hotel do not pay for the services they receive. They are wards of the state with their primary residence either at the prison from which they have been temporarily released or the home to which they will return when they complete the program. Pursuant to Exhibit A, Scope of Work, to the Mitchell Hotel Agreement, the participant population served at the Mitchell Hotel include the following:

- a. Participants on active parole who have been referred by the Division of Adult Parole Operations who have a need for transitional housing and or reintegration services;
- b. Penal Code Section 290 registrants;
- c. Life Term Offenders granted release from prison;
- d. Serious and violent offenders; and
- e. Additional referrals deemed appropriate. (See, Exhibit 2, at P. 1)

Put simply, the occupants of the Mitchell Hotel are not guests. As wards of the State, the occupants of the hotel have severe limitations on their ability to leave the hotel. For example, in order to leave the hotel for other than program work duties, the occupants must obtain a pass from Kingdom Builders. (See, Exhibit 2, at P. 26, Section D.) As a matter of law and pursuant to the Mitchell Hotel Agreement between Kingdom Builders and the CDRC, the occupants of the hotel are not guests. They are not free to move about, they do not pay rent; they are wards of the State, under the control of the State by way of Kingdom Builders.

2. The Mitchell Hotel is not the primary residence of the current occupants of the hotel.

Pursuant to the Mitchell Hotel Agreement, the occupants of the hotel include parolees, penal code registrants, life term offenders granted release from prison, serious and violent offenders and additional referrals deemed appropriate. (See, Exhibit 2, at P. 1.) As such, the primary residence of the current occupants of the hotel is either the institution they have been released from or the home to which they will return.

The purpose of the Mitchell Hotel Agreement is to enable Kingdom Builders to assist formerly incarcerated individuals to reenter society. Kingdom Builders is operating a transitional housing program at the hotel for the CDRC. The purpose of the program is to

provide classes and seminars to assist the occupants to reenter society from prison. The curriculum of the program focuses on reentry transition in order to assist the occupants with managing anxiety, impatience and pressure as they transition from prison to the general populace. (See, Exhibit 2, at Page 14, Section B.1. Reentry Transition.) Based on the foregoing, as a matter of law, the Mitchell Hotel cannot be deemed to be the “primary residence” of the current occupants of the hotel.

3. Pursuant to Exhibit A to the Mitchell Hotel Agreement, the occupants must complete three, separate programs, and cannot reside in the hotel for more than three hundred sixty-five (365) calendar days.

As the Kingdom Builders program is defined pursuant to the Scope of Work, the occupants of the hotel reside at the hotel as follows:

0 – 90 days: Reentry transition curriculum

91 – 180 days: Education and employment services

181 – 365 days: Programming includes supported community activities and work

(See, Exhibit 2, at P. 18.) Based on the foregoing, the Mitchell Hotel is not the primary residence of its current occupants. To the contrary, the occupants enter new programs every three (3) months and are strictly limited to reside at the hotel for no more than 365 calendar days, and only for transitional training purposes.

Based on the foregoing, appellant respectfully submits that, as a matter of law, the occupants of the Mitchell Hotel are not guests and, as a matter of law, the hotel cannot be deemed to be their primary residence. Instead, pursuant to the Mitchell Hotel Agreement and Exhibit A, Scope of Work, to the Mitchell Hotel Agreement, the occupants are temporarily living at the hotel to obtain transitional services, including education and job training, in order to return to their primary residences from prison.

B. The Planning Department Abused its Discretion in Finding that the Premises Falls Within the Definition of a Residential Hotel.

1. The City of Oakland Approved the Mitchell Hotel as a Transitional Services Center and There is No Substantial Evidence that the Current Use Fits Within the Definition of a Residential Hotel.

On December 4, 2018, the City of Oakland enacted Planning Code Section 17.153. The City has advised appellant that the determination whether a hotel is a Residential Hotel is based on the hotel’s use on October 1, 2018. As stated above, the Mitchell Hotel has been operated as a transitional services hotel for the CDRC from September 2017 to date. Thus, it does not fit within the definition of a Residential Hotel and it clearly was not being operated as a Residential Hotel on October 1, 2018. On April 4, 2019, the City of Oakland issued a zoning clearance

enabling Kingdom Builders to continue to operate its transitional services program for the CDRC at the Mitchell Hotel. On July 2, 2019, the City wrote to Kingdom Builders to advise that the zoning clearance was granted “in error.” A true and correct photocopy of the July 2, 2019 letter is attached as Exhibit 3.

Interestingly, the July 2nd letter explicitly states that operation of a transitional services program constitutes an exception to the new Residential Housing rules. The letter then proceeds to explain Sections 17.153.060 and 17.10.116, both of which describe the exact use of the Mitchell Hotel since 2017. As set forth in Section A, above, both Planning Code Sections 17.153.060 and 17.10.116 describe the exact functions that are currently being carried out at the Mitchell Hotel for the CDRC. Specifically, the July 2, 2019 excepts from the definition of a Residential Hotel, housing “configured as rental housing developments, *but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six (6) months from beginning of assistance.*” (Emphasis added.) (See, Exhibit 3, at P. 1-2.)

Pursuant to the Scope of Work attached hereto as Exhibit 2, the above procedure is precisely the way the Mitchell Hotel is being operated, except that participants in the transitional program at the hotel move on to subsequent programs every three (3) months as follows:

0 – 90 days: Reentry transition curriculum

91 – 180 days: Education and employment services

181 – 365 days: Programming includes supported community activities and work

(See, Exhibit 2, at P. 18.) Participants in the transitional program come through the hotel on a rotating basis, changing programs every three (3) months until completion of all three programs. Thus, as a matter of law, the transitional training program at the Mitchell Hotel fits squarely within the specific exception to the definition of a Residential Hotel set forth in Planning Code Section 17.10.116.

The purpose of the Mitchell Hotel Agreement is to enable Kingdom Builders to train formerly incarcerated individuals to reenter society in three, separate programs. Kingdom Builders operates the transitional housing program at the hotel for the CDRC. The purpose of the program is to provide classes and seminars to assist the occupants to reenter society from prison. The curriculum of the program focuses on reentry transition in order to assist the occupants with managing anxiety, impatience and pressure as they transition from prison to the general populace. (See, Mitchell Hotel Agreement, at Page 14, Section B.1. Reentry Transition.) Based on the foregoing, appellant respectfully submits that the current use of the Mitchell Hotel fits squarely within the exceptions described in Planning Code Sections 17.153.060 and 17.10.116.

The City admits in the July 2, 2019 letter that the Mitchell Hotel was approved to operate a transitional services program for the CDRC and fails to put forth any evidence whatsoever that the hotel is being operated as a Residential Hotel. Moreover, the Mitchell Hotel has been contractually bound to operate transitional housing programs for the CDRC since October 5, 2017 and continues to operate all three programs to date. Thus, the City's determination that the Mitchell Hotel is being operated as a Residential Hotel fails.

2. Even if the Premises did fit Within the Definition of a Residential Hotel at some point in the past, the City Cannot Put Forth Any Substantial Evidence that the Current Owner was Operating the Mitchell Hotel as a Residential Hotel on the effective date of the Section, October 1, 2018.

Even if the Mitchell Hotel had operated as a Residential Hotel at some point in the past, there is substantial evidence to show that from October 5, 2017 to date, the hotel has been operated as a hotel providing transitional services for the CDRC. Appellant has been advised that the determination whether a hotel is being operated as a Residential Hotel is based on the use of the hotel on October 1, 2018.² Based on the foregoing, there is substantial evidence demonstrating that, on October 1, 2018, the Mitchell Hotel was being operated to provide transitional services for the CDRC and that use continues to date. Thus, the Mitchell Hotel fits squarely within the exception to Residential Hotel in Planning Code Sections 17.153.060 and 17.10.116.

3. Even if the Premises was Not Deemed Approved, Which it Was, there is Substantial Evidence that the Mitchell Hotel fits within the Exceptions to Uses Defined as Residential Hotels.

As set forth more fully above, since at least 2017, the Mitchell Hotel has been contractually bound to provide transitional services for the CDRC. As set forth in Exhibits 1 and 2, the services are geared to adapting formerly incarcerated individuals to reenter society. As such, the hotel's use does not fit within the definition of a Residential Hotel.

C. The Planning Department's Determination that the Mitchell Hotel is a Residential Hotel Violates Appellant's Due Process Rights.

Pursuant to Oakland Planning Code Section 17.157.080, a hotel that is "Deemed Approved" acquires a legal status which allows the use to continue indefinitely. Deemed approved status can only be lost if a public hearing is held and a hearing officer formally revokes the status due to violation of the "Deemed Approved Hotel performance standards." *Oakland Planning Code Section 17.157*. Appellant has neither violated any such standard, nor does the Planning Department contend that it has. Thus, the Planning Department's finding that the hotel

² The Mitchell Hotel was turned over to Kingdom Builders in September 2017 and participants started arriving at the hotel on a roving basis in November 2017. Kingdom Builders continues to operate the transitional program to date. Thus, the Mitchell Hotel does not fit within the City's definition of a "Residential Hotel."

is a Residential Hotel unlawfully revokes the above stated Deemed Approved status without due process. *Cal. Const. Article 1, Section 7(a)*.

Appellant has statutorily conferred benefits by virtue of its longstanding and ongoing lawful operation and use of the Mitchell Hotel in compliance with the Planning Code. These benefits include the right to rent the hotel to a non-profit such as Kingdom Builders to provide transitional services to formerly incarcerated individuals, with primary residences elsewhere. The Mitchell Hotel is being operated to provide these services in order to assist former prisoners with the skills to reenter society. These benefits also provide the owner with the right to sell the Mitchell Hotel without being first required to offer it to the City. Put simply, appellant's due process rights have been violated by the Planning Department's incorrect and unlawful definition of Residential Hotel being applied to the Mitchell Hotel. Thus, appellant has the right to seek redress for deprivation of its statutorily conferred benefits. *Cal. Const. Article 1, Section 7(a)*.

D. The Planning Department's Determination that the Mitchell Hotel is a Residential Hotel is an Unlawful Taking of Appellant's Property.

Both the United States Constitution and the California Constitution prohibit the government from taking or damaging the property of an individual use unless just compensation is paid to that individual. *Cal. Const., Article 1, Section 19; U.S. Const., 5th Amendment; Knick v. Township of Scott, Pennsylvania (2019) 139 S. Ct. 2162*. When a governmental entity eliminates an otherwise lawful nonconforming use, it may only do so by providing just compensation or a reasonable amortization period. The application of Oakland Planning code Section 17.253, et. Seq. on appellant deprives appellant of it vested rights to operate as lawfully authorized the property's existing zoning.

Residence hotels in Oakland have long been allowed to rent rooms to occupants who have a different primary residence. Section 17.153, et. Seq. fundamentally changes this lawful business model into a far less profitable business model. Moreover, the sections would necessarily prevent the owner of the Mitchell Hotel from renting the hotel to a non-profit organization who is putting the premises to use for the benefit of former prisoners and the public. As a result, the restrictions and fees associated with the new Residential Hotel amendments would prevent the "greater good" use of the hotel. Thus, the new Residential Hotel regulations are against public policy. The immediate termination of a non-nuisance business, without compensation or a reasonable amortization period constitutes an unreasonable, unjustified and unconstitutional exercise of the City's police power.

The Residential Hotel sections further amend the Planning Code to require a 90-day notice period before a Residential Hotel owner may sell its property. This confers a right of first refusal in favor of the City to purchase any Residential Hotel and would act to prohibit the sale of such private property to anyone other than the City for the 90-day period. This mandatory right of first refusal constitutes an unlawful taking. The California Supreme Court has long held that a purchase option is a sufficiently strong interest in . . . property to require compensation if

the government takes in eminent domain,” and that compelling a developer to give a purchase option to a city is an “exaction.” *Sterling Park, L.P. v. City of Palo Alto* (2013) 57 Cal. 4th 193, citing *County of San Diego v. Miller* (1975) 13 Cal.3d 684, 691-693. The California Supreme Court’s reasoning applies with equal force to the right of first refusal here. By depriving the appellant the right to sell its property freely on the open market, the Planning Department has unlawfully taken appellant’s property without just compensation.

E. The Planning Department’s Determination that the Mitchell Hotel is a Residential Hotel Violates Appellant’s Equal Protection Rights.

Again, both the United States and the California Constitutions Equal Protection clauses guarantee that a person cannot be denied the equal protection of the law. *U.S. Const., Article 14, Section 14; Cal. Const., Article 1, Section 7*. Appellant is entitled to the protections afforded by said clauses. *Village of Willowbrook vs. Olech* (2000) 528 U.S. 562; *Sioux City Bridge Co. v. Dakota County* (1923) 260 U.S. 441; *Allegheny Pittsburgh Coal Co. vs. Commission of Webster City* (1989) 488 U.S. 336. Here, the Planning Department’s new rules on Residential Hotels would, if applied, prohibit appellant from renting the hotel to Kingdom Builders for use as transitional housing for the CRDC, both because the occupants of the hotel are not guests and because the occupants of the hotel have another, different primary residence. The new rules would also prohibit the owner from freely selling its real property on the open market without significant delay, thus denying owner the freedom to act as others would.

In attempting to foist the new Residential Hotel rules on the Mitchell Hotel, the Planning Department chose not to apply the same rules to similarly functioning properties within the City. Operation of the Mitchell Hotel is and has been functionally the same as other properties in the City that have not been made subject to the additional Residential Hotel fees and restrictions on alienating the property. Thus, by its actions, the Planning Department has deprived the owner of the equal protection of both the United States and the California Constitutions. As such, the Planning department has singled out appellant and other owners of pre-1960 hotels for disparate treatment not accorded to similarly situated properties, without justification or explanation for its discriminatory actions.

F. The Planning Department’s Determination that the Mitchell Hotel is a Residential Hotel Violates Appellant’s Federal Civil Rights.

The Planning Department’s attempt to inflict the new Residential Hotel regulations on appellant violates the Fifth Amendment and the Fourteenth Amendment to the United States Constitution. *42 U.S.C. Section 1983*. The Planning Department’s apparent attempt to prevent appellant from continuing to rent the Mitchell Hotel to Kingdom Builders would deprive appellant of its vested right to continue to operate the hotel in the same manner it was being operated when Planning Code Section 17.153, et. Seq. was deemed effective, on October 1, 2018. As noted above, appellant’s contract with the CDRC is dated October 5, 2017, well before

the section was enacted. Moreover, the hotel has been contractually bound to be operated by Kingdom Builders for transitional services on behalf of the CDRC from October 5, 2017 to date and, significantly, participants in the program started arriving at the hotel as early as November 2017.

As a result of the Planning Departments attempt to render the Kingdom Builder's contract null and void, it would deprive appellant of significant income. At the same time, it would foist unrelated fees on appellant because the Mitchell Hotel is not, in fact, a Residential Hotel. Finally it would result in depriving appellant of its right to alienate its property freely on the open market. As such, the Planning Department's attempt to incorrectly categorize the Mitchell Hotel as a Residential Hotel violates appellant's right to due process under the Fifth and Fourteenth Amendments of the United States Constitution. *Knick, supra*; *Loretto vs. Teleprompter Manhattan CATV (1982) 458 U.S. 419*; *Penn Central vs. New York (1978) 438 U.S. 104*; *Koontz vs. St. Johns River Management District (2013) 133 S. Ct. 2586*; *Levin vs. San Francisco (2016) 71 F. Supp.3d 1072*.

For the foregoing reasons, appellant respectfully submits that there is no substantial evidence that the Mitchell Hotel is a Residential Hotel. To the contrary, there is substantial evidence that the Mitchell Hotel fits squarely within the exceptions to Planning Code Section 17.153, et. Seq. The hotel is and has been contractually bound to be operated by a non-profit organization, Kingdom Builders, to provide transitional services to formerly incarcerated individuals since October 5, 2017 and the Mitchell Hotel has been operated in that manner since either September 2017. As such, it cannot be deemed to be a Residential Hotel under the Oakland Planning Code.

Dated: April 3, 2020

Smith LLP



Patricia M. Smith
Attorney for Appellant

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER C5607635
REGISTRATION NUMBER

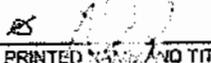
- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
CONTRACTOR'S NAME KINGDOM BUILDERS CHRISTIAN FELLOWSHIP MINISTRIES, INC.
- The term of this Agreement is: **Upon Approval through June 30, 2020**
- The maximum amount of this Agreement is: **\$3,453,350.00**
 Three Million, Four Hundred Fifty-Three Thousand, Three Hundred Fifty Dollars and Zero Cents

- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	43 pages
Exhibit A-1 – HIV Precaution	4 pages
Exhibit A-2 – Definitions for Transitional Housing Program	3 pages
Exhibit A-3 – Transitional Housing Program Location	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1.1 – Daily Bed Per Diem Rate Sheet	1 page
Exhibit B-2 – Daily Bed Per Diem Rate Sheet Summary	1 page
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D - Special Terms and Conditions	20 pages
Exhibit E – HIPAA Business Associates Agreement	15 pages
Exhibit F – Prison Rape Elimination Policy-Volunteer/Contractor Information Sheet	2 pages
Exhibit G – Automated Reentry Management System (ARMS) Data Sharing Security Agreement	12 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.cdpr.ca.gov/Programs/OPA/Pages/NR17-0001.aspx>
 IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <div style="border: 2px solid black; padding: 10px; display: inline-block;"> APPROVED NOV - 7 2017 </div>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Kingdom Builders Christian Fellowship Ministries, Inc.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/2/17	
PRINTED NAME AND TITLE OF PERSON SIGNING L. J. JENNINGS, President		
ADDRESS 7272 MacArthur Boulevard, Oakland, CA 94605		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/2/17	
PRINTED NAME AND TITLE OF PERSON SIGNING BEDETH VICTORIOSO, Chief, Service Contracts Section		
ADDRESS 9838 Old Placerville Road, Suite B2, Sacramento, CA 95827		

Exempt per:

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Kingdom Builders Christian Fellowship Ministries, Inc.		2. FEDERAL I.D. NUMBER [REDACTED]
3. AGENCY TRANSMITTING AGREEMENT California Department of Corrections and Rehabilitation	4. DIVISION, BUREAU, OR OTHER UNIT Division of Rehabilitative Programs	5. AGENCY BILLING CODE 16731
6a. CONTRACT ANALYST NAME Rosalind Scott	6b. EMAIL rosalind.scott@cdcr.ca.gov	6c. PHONE NUMBER (916) 255-6138

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)
 PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES
 Transitional Housing Program (THP) - Site Location 3 - Alameda County

9. AGREEMENT OUTLINE (Include reason for Agreement; Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

This Agreement is necessary to provide transitional housing program services to assist parolees with life skills and successful reintegration back into the community. The THP is a residential program that will provide housing, meals, support services and resources, programming, and supervision in a safe, clean, drug-free environment. The THP focuses on a compilation of services that address each individual participant's needs.

10. PAYMENT TERMS (More than one may apply)
 Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ of _____ %
 Reimbursement / Revenue
 Other (Explain) Monthly In Arrears.

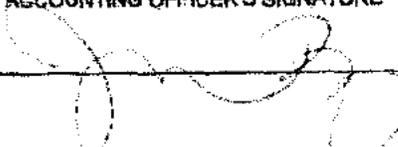
11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	5225-008-0001	17/18	14	2017	\$840,000.00
General Fund	5225-008-0001	18/19	Pending	2018	\$1,295,750.00
General Fund	5225-008-0001	19/20	Pending	2019	\$1,317,600.00

OBJECT CODE
 G/L Account: 9032641800 / Cost Center: 0651100000 / Functional Area: 3105020
 AGREEMENT TOTAL **\$3,453,350.00**

OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$840,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.
 TOTAL AMOUNT ENCUMBERED TO DATE **\$840,000.00**

ACCOUNTING OFFICER'S SIGNATURE 	ACCOUNTING OFFICER'S NAME (Print or Type) Jessica Fernandez	DATE SIGNED 10/19/17
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STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	Upon Approval	06/30/2020	\$3,453,350.00	BID
Amendment 1				
Amendment 2				
TOTAL			\$3,453,350.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

On July 6, 2017, the service solicitation was advertised on FiScal. Thirty-three (33) potential bidders viewed and downloaded the bid package and one (1) bid was received for this site location. Kingdom Builders Christian Fellowship Ministries, Inc. was awarded the bid in the Average Per Diem Rate of \$71.00.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER. EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The rate that has been agreed upon is determined to be fair and reasonable based on average historical costs of similar services.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a) The State Personnel Board has been so notified
 Contracting out is justified based on Government Code 19130(b) When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1)

AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Bedeth Victorioso	DATE SIGNED 
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18. FOR AGREEMENTS IN EXCESS OF \$5,000 Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.107? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement

Refer to CDCR 1818-Exempt per CCR, Title 15, Article 8 Section 3475(a)(3) dated June 30, 2017.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Rosalind Scott, Associate Contract Analyst	DATE SIGNED Oct 5, 2017
---	--	----------------------------

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

GC § 19130(b)(3): The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

This contract requires residential programming, meals, support services, community resources and supervision in a safe, clean, drug-free environment. The Contractor is required to assist the parolee population in reintegrating back into the community by providing life skills training, job preparation, family reunification, anger and stress management, substance abuse education and victim awareness. In order to reduce recidivism, the services within this contract require expert knowledge, experience and ability which are not available through the civil service system. Due to the highly specialized nature of this contract, the services are not available within civil service.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE (Print or Type) Bedeth Victorioso, Section Chief	DATE SIGNED 10/11/17
PHONE NUMBER (916) 255-6147	STREET ADDRESS 9838 Old Placerville Road, Suite B-2	
EMAIL bedeth.victorioso@cdcr.ca.gov	CITY Sacramento	STATE ZIP CA 95827

TRANSITIONAL HOUSING PROGRAM

I. INTRODUCTION

The Contractor agrees to provide California Department of Corrections and Rehabilitation (CDCR), Division of Rehabilitative Programs (DRP), with a Transitional Housing Program (THP) and all program services components in accordance with this Agreement and all applicable local, city, county and state statutes, regulations and ordinances.

The THP is a residential program that provides housing, meals, support services and resources, programming, and supervision in a safe, clean, drug-free environment. The THP focuses on a compilation of services that address each individual participant's needs. The goal of the THP is to assist parolees with life skills and successful reintegration back into the community.

The THP location will be identified upon award specified in Exhibit A-3, THP Location. The Contractor's facility shall be located within the required county and shall accommodate for up to the total number of participants listed on Exhibit B-1.1, Daily Bed Per Diem Rate Sheet.

The participant population served under the THP shall include, but not be limited to:

- a. Participants on active parole who have been referred by Division of Adult Parole Operations (DAPO) who have a need for transitional housing and/or reintegration services;
- b. Penal Code (PC) Section 290 registrants;
- c. Life Term Offenders (LTO) granted release from prison;
- d. Serious and violent offenders (e.g. PC Sections 1192.7 and 667.5); and
- e. Additional referrals deemed appropriate by DRP

Participants shall be housed for a placement of up to 180 calendar days based on assessed needs unless otherwise specified by the Board of Parole Hearings (BPH). Participants may be provided up to 185 additional days pursuant to individual needs and shall remain on active parole status while programming at the THP facility.

II. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall follow and adhere to all CDCR's rules and policies, including the California Code of Regulations (CCR), Title 15, Division 3, which can be found at <http://www.oal.ca.gov/ccr.htm>.
- B. The Contractor shall be required to provide a THP facility suitable for 24 - hour, seven days a week (including weekends and holidays) supervised housing for eligible participants.
- C. The Contractor shall have the ability to accommodate up to the total number of participants as listed on Exhibit B-1.1, Daily Bed Per Diem Rate Sheet, at any given time.
- D. The Contractor shall have in effect during the term of the contract:

- a. An approved Conditional Use Permit (CUP), from a local government agency.
- b. Or, a zoning letter issued from the municipality where the THP facility is located identifying zoning requirements.
- c. Or, documentation indicating the facility's proposed use is allowable under local jurisdiction.

CDCR shall determine if the CUP, zoning letter, or documentation provided is adequate in order for the Contractor to fulfill the terms of this agreement.

- E. The Contractor shall provide a Standard (STD) 850, Fire Safety Inspection Request or city/county equivalent, from the State Fire Marshal's Office or their designated local jurisdiction verifying that the Contractor's facility conforms to all existing life and safety requirements of the State Fire Advisory Board for the maximum occupancy of the facility. The maximum occupancy must be stated on the Fire Safety Inspection Request. The STD 850 must be current and valid and in effect during the term of the contract.
- F. The Contractor shall provide transportation for participants through the use of public and/or private transportation for program related activities. Public transportation must be located within one-half mile walking distance of the THP facility. Under no circumstances shall the Contractor provide monetary funds directly to parolees for transportation purposes.
- G. The Contractor shall furnish the THP facility with equipment and furnishings suitable to operate the program.
- H. The Contractor shall establish a trust fund on behalf of THP participants and ensure all participants save 75 percent of their net earnings once they become employed. If the participant is obligated to pay restitution, child support, or family support, the savings percentage may be reduced on a case-by-case basis upon approval of the DAPO Agent of Record (AOR). The Contractor will work with the DAPO AOR to ensure the identified financial obligation is being addressed by the parolee.
- I. The Contractor shall provide a drug-free work environment. All participants shall be required to participate in random breathalyzer and/or urinalysis testing for alcohol and drugs on a random basis and for probable cause if behavior exhibited is consistent with being under the influence.
- J. The Contractor must use an evidence-based assessment tool to determine the extent of the participant's specific program need and assist in the development of the Case Management Plan (CMP). This is defined as the secondary assessment. The Contractor shall ensure the selected assessment tool is comparable to the evidence-based assessment tools administered in prison (e.g. Texas Christian University [TCU], or equivalent). The assessment tool must be submitted to DRP Analyst(s) for CDCR review within thirty (30) days of contract award. CDCR will respond with a written approval or denial notice. If the proposed assessment tool is denied, Contractor must submit an alternative tool to CDCR for review within fifteen (15) days calendar days.

The Contractor shall be trained on implementation, interpretation and administration of their approved secondary assessment tool. The Contractor shall ensure the assessment results and its significance in developing the CMP are understood by staff.

- K. The Contractor shall develop a network of resources, including DRP programs, that benefit participant's progress toward community reintegration and sustainable permanent housing (e.g. mental health services, application assistance for health care coverage, housing assistance, participation in community service activities, employment services, and work wardrobe).
- L. The Contractor shall communicate with the DRP Program Analyst to assist the Contractor in implementation, problem solving and determining future performance objectives, as necessary.
- M. The Contractor shall maintain regular communication with the AOR and the participant, to share information regarding activities and to solicit participation in the development of the CMP.
- N. The Contractor shall comply with CDCR's incident reporting protocols. These protocols shall be provided by CDCR to the Contractor upon contract award.
- O. The Contractor shall submit physical and electronic copies of all curricula to the DRP Analyst(s) for CDCR approval, prior to use.
- P. The Contractor shall provide services that are LTO responsive and shall address LTO needs by: providing a structured environment, facilitating peer-driven support, address reintegration challenges, and linking LTOs to community resources. The Contractor shall also address LTO specific issues such as adapting to technological changes, developing pro-social networks, managing family dynamics, and dealing with the stigma of incarceration and crime.

Participants shall not be subject to any "blackout" periods or similar practices (e.g. restricting community leave passes, restricting phone access, limiting visits, etc.) as part of program intake or orientation. If a participant violates a rule during program intake or orientation, the Contractor shall adhere to their program protocols to address the violation.

III. ADMINISTRATIVE REQUIREMENTS

The Contractor is the organization that is identified on the Standard 204, Payee Data Record on file with CDCR, and is responsible for delivery of services. The Contractor shall ensure that the administrative integrity of the THP is maintained at all times in order to maintain adequate supervision. The following components must be incorporated into the scope of operations:

A. Organizational and Administrative Experience and Knowledge

The Contractor shall have at least two (2) years of experience within the last ten (10) years in the field of Community Correctional Program Management (CCPM). For purposes of this section, CCPM experience is defined as responsibility for the administration, management and operation of a facility for the purpose of reintegrating parolees and/or probationers back into society.

The Contractor's administrative experience shall include all administrative functions of a project, including fiscal, accounting, and budgeting, personnel and contract and/or grant management.

B. Organizational Structure

The Contractor shall maintain a written description and an organizational chart that outlines the structure of authority and responsibility within the THP and within the Contractor's organization. CDCR reserves the right to request a copy of the Contractor's organizational chart at any time.

C. Multiple Program Guidelines

Participants shall be housed in a single facility and the Contractor shall ensure the facility operates within the guidelines of this Agreement. Contractors having more than one program at the THP facility shall ensure that the facility has sufficient physical and operational barriers so that THP participants do not co-mingle with participants from other co-located programs. THP participants shall be afforded no less than comparable standards of living conditions as non-THP participants. THP participants shall not share: sleeping areas, programming and service schedules, or dining times, with non-THP participants.

The Contractor shall be responsible for obtaining written approval from DAPO regarding any requests for mixed populations (e.g. county, city, federal, private entity programs, etc.) that may be co-located in any THP facility. Upon DAPO's approval, the Contractor shall obtain approval from the DRP Chief or Designee. The Contractor shall provide a copy of DAPO's written approvals to the DRP Program Analyst within thirty (30) days of notification and prior to program implementation. In addition, CDCR reserves the right to request a detailed cost allocation plan of all programs operating at the THP site and to review the criminal history of non-THP participants residing in the facility.

D. Program Eligibility

All LTOs on active parole supervision are eligible for the programs and services available through THP; however, CDCR shall have the final decision regarding program placements. CDCR retains the right to add participants at any time and CDCR retains the right to remove participants from the program at any time.

CDCR shall consider placement under the following circumstances on a case-by-case basis:

- Participants who are required to register pursuant to PC Section 457.1 (Arson);
- Participants in custody with pending local misdemeanor or felony charges, which could result in county jail time;
- Participants who are identified as members or affiliates of CDCR Security Threat Group I; and
- Participants classified as Enhanced Outpatient Program (EOP)

Participants in need of detoxification will not be placed in the THP.

E. Records System

The Contractor shall maintain complete files, either hard-copy or electronic, on all staff and participants. The files shall be located in a secure locked file storage area in a locked office at the THP facility. The Contractor shall ensure that participants do not have access to the files. The Contractor shall adhere to all confidentiality requirements of alcohol and drug use client data, in accordance with Title 42, Code of Federal Regulations (42 CFR), Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

Case files must be retained for a minimum of three (3) years following a participant's discharge from the program and made available to CDCR upon request. The Contractor shall be responsible for ensuring case files are maintained according to the requirements of this contract.

F. Computer Requirements for Data Management

The Contractor shall maintain a minimum of one computer, monitor, and printer at the THP facility for data transmissions to the CDCR. Each computer shall have internet service (broadband or better) to support electronic mail for staff members, download of CDCR software, and the ability to transmit data via Secure File Transfer Protocol (SFTP) over Secure Shell, port 22. To prevent breaches or loss of data, computers and data files shall be secured from unauthorized physical or electronic access and backed up quarterly.

G. Data Management

1. Under the "audit and evaluation" exception of 42 CFR 2.53, patient identifying information may be disclosed with either (1) a signed Parolee Release of Information (Attachment 1), or 2) a review of records on program premises in order to carry out an audit or evaluation on behalf of a State agency providing financial assistance to the program.
2. It is the intent of CDCR to implement a centralized data collection system such as the Automated Reentry Management System (ARMS). CDCR reserves the right to require the Contractor to utilize compatible computer hardware and/or software. Until such time when ARMS is implemented and operational, the Contractor shall adhere to the following data collection protocols:
 - a. The Contractor shall enter participant data into the system currently provided by CDCR that will be directly extracted to a central CDCR data repository. The Contractor shall review and approve the data on a monthly basis.
 - b. The Contractor shall maintain accurate written records and log activities in an automated tracking system compatible with CDCR Information Technology standards for program participation, indicating frequency and duration of services with beginning and ending dates.
 - c. Upon CDCR's approval, the Contractor and/or their subcontractor may use an already established system with the stipulation that it collects and produces a report containing all information required by CDCR.
 - d. The Contractor shall electronically submit accurate monthly data to CDCR, via SFTP. Monthly reports shall be submitted by the 10th calendar day of the

- following month. Other required reports shall be forwarded to the designated DRP Program Analyst(s) with the monthly invoice.
- e. The Contractor shall identify a point of contact to address data quality and systems issues. In addition, the Contractor shall designate a primary and alternate staff responsible for data entry, reporting and data exporting.
3. At such time when ARMS is implemented and operational, the Contractor shall adhere to the following protocols:
- a. Community-based providers will only have access to data in ARMS that they input into ARMS unless the participants have signed an ARMS Authorization for Release of Information, CDCR 2217 (ROI) (Attachment 2). Community-based providers shall request that each participant sign the ROI if it is not already on file. Once the ROI is complete, relevant data within ARMS will be released so that community-based providers have the basis for improved continuity of care. It is the responsibility of the community-based provider to ensure data security, as outlined in the ARMS Data Sharing Security Agreement (Exhibit G).
 - b. Data Entry Requirements: CDCR will utilize inputted data to generate reports. Data entry is required daily. The ARMS allows authorized individuals to be identified as alternates in order to input data when the primary staff is not available. It is the responsibility of the community-based provider to ensure ongoing data accuracy. For technical assistance regarding ARMS, please email ARMSRequests@cdcr.ca.gov.
4. Prior to and after ARMS implementation and operation, the Contractor shall:
- a. Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to CDCR. These policies and procedures shall include an information security policy and a disaster recovery process.
 - b. Coordinate data collection and evaluation efforts as requested by CDCR. The data to be collected shall include, at a minimum, participant demographics, assessment, services provided to the participants and outcome measures. The Contractor shall work cooperatively with CDCR or designee to provide all data collected on participants.
 - c. Ensure all participant information, including but not limited to, assessments, CMP, participation notes and program source codes be provided to CDCR staff and designated CDCR contractors or evaluators upon request.
 - d. Participate in the evaluation of the program and assist CDCR and designated evaluators in information collection efforts and program analysis.
 - e. Ensure the coordination of data collection, evaluation efforts and the submission of data and information, as requested and defined by CDCR.
 - f. Comply with the data requirement notifications, reporting timeframes and/or procedure changes thirty (30) days before the effective date of the change. CDCR reserves the right to revise the data requirements and reporting timeframes under this contract to meet the needs of the Department, without processing an amendment.

- g. Ensure that prior to releasing or distributing any participant data, program information, or operation protocols, the Contractor will give CDCR fifteen (15) days advance notice of such a request and allow CDCR to review and approve.
- h. Provide all data collected to CDCR within thirty (30) days of contract termination.

H. Participant Reports

The Contractor shall maintain a Daily Register/Count of participation reflecting each participant in the program by close of business of the preceding day. The Contractor shall electronically submit Daily Register/Count of participation reports to the DRP Analyst(s) on a daily basis and the DAPO Community Transition Program (CTP) on a weekly basis or as requested. The frequency of this report may change subject to CDCR needs. The daily register shall be maintained by the Contractor in support of the weekly participant reports provided to CDCR.

I. THP Weekly Count Progress Report

The Contractor shall maintain a THP Weekly Count Progress Report (Attachment 3) that reflects a program count for departmental dashboards and weekly utilization/bed availability reporting. The Contractor's cumulative Weekly Count Progress Report is due (via e-mail) to the respective DRP Program Analyst(s) and/or assigned staff by close of business each Monday, reporting on the preceding week. If Monday is a holiday, the report is due the next business day.

J. Monthly Reports

The Contractor shall submit a Monthly Program Report (Attachment 4) and Monthly Employment Report (Attachment 5) detailing program activity for the previous month to the DRP Program Analyst on or before the 10th of the following month.

K. Program Data Collection Form

The Program Data Collection Form (Attachment 6) shall be completed for each participant who enters the THP facility. The Program Intake section shall be completed at intake. Two weeks prior to a planned departure, the Community Re-entry Planning section shall be completed and shared with the DAPO CTP representative. At program departure, the Program Exit section shall be completed and the entire form shall be forwarded to the AOR.

L. Program Accountability Reviews (PAR) and Corrective Action Plans (CAP)

1. CDCR staff shall conduct routine Program Accountability Reviews (PAR) of Contractor facilities to review program quality, program management, facility operations and the general safety of the facility and grounds. PARs shall be conducted in order to verify that the Contractor is in compliance with the terms of this Agreement. The Contractor will receive a copy of the PAR report.
2. Within ten (10) days of receiving a Notice of Deficiency letter, the Contractor shall develop and submit to their DRP Program Analyst(s) a Corrective Action Plan (CAP) that indicates the actions to be taken to correct the identified deficiencies

and time frame required for full compliance. Unless otherwise noted, any areas of non-compliance identified during the review are to be corrected within thirty (30) days.

3. The DRP Program Analyst(s) shall review the CAP and determine whether the plan sufficiently addresses the finding(s) and whether the timeframes identified for completion of the corrective action(s) is appropriate.
4. All CAPs are subject to verification and approval. A follow-up PAR may be conducted to determine compliance with the CAP.
5. Should the Contractor dispute any of the PAR findings, a written appeal may be filed within ten (10) days of receipt of the PAR Report. The first level appeal is to the DRP Staff Services Manager II (SSM II) of Community Reentry Services and the second level appeal is to the Chief of Community Reentry Services.

M. Fiscal Systems and Responsibilities

1. The Contractor shall be responsible for preparing and administering an accounting manual, which maintains adequate fiscal records to determine allowable and applicable program costs in accordance with generally accepted accounting principles.
2. The Contractor agrees that the management and modification of the per diem rate shall be in accordance with the terms contained in Exhibit B-1.1, Daily Bed Per Diem Rate Sheet.
3. Any costs associated with the management of the contract shall be included in the per diem rates in Exhibit B-1.1, Daily Bed Per Diem Rate Sheet to be reimbursed by the State. Failure to meet the established reporting deadlines or program requirements may result in the CDCR withholding invoice payments and/or affect participant placements until the THP is in compliance.
4. All materials and products resulting from this contract shall be under the sole ownership of CDCR.
5. The Contractor shall maintain an internal administrative fiscal system for the ongoing management of the contract funding. Any costs associated with the management of the contract shall be included in the per diem rates on the Exhibit B-1.1, Daily Bed Per Diem Rate Sheet.
6. All budgets shall include a per diem cost per bed. The per diem cost per bed shall include: all associated personnel costs, sub-contractor costs, operating costs, total indirect costs, profit fees and operating reserve/contingency funds.

N. Monthly Invoice Billing Procedures

1. The Contractor shall submit monthly invoices for the previous month's expenses on or before the 15th of the following month. A Contractor's total monthly payment request on a per diem basis shall be reported on the following forms:
 - a. Monthly Participant Day Invoice (Attachment 7)
 - b. Register of Program Participation (Attachment 8)

2. The Contractor shall forward copies of all supporting documentation to CDCR according to the terms of Exhibit B, Budget Details and Payment Provisions. Invoice packages that are incomplete, improperly prepared and/or missing supporting documentation or fail to have their monthly electronic data uploaded or sent, will be disputed in whole or in part and returned to the Contractor.
3. CDCR reserves the right to revise the invoice forms, supporting documentation, and/or the processing procedures utilized in the contract to suit the needs of the State without processing an amendment.

O. Participant Trust Fund

1. The Contractor shall establish a Trust Fund on behalf of the THP participants for the purpose of saving money. The Contractor will maintain accounting records necessary to provide for the recording of all transactions affecting the Trust Fund. The Trust Fund records and processes shall be reviewed during the PAR. The accounting system should provide:
 - a. Accurate and current information relative to each individual participant record included within the Trust Fund;
 - b. Entries that are supported by sufficient and relevant source documentation; and
 - c. Reconciliations that ensure the accuracy of the accounting records
2. Trust Funds are not utilized for expenditures relative to the operation of the facility or any other expenditure not authorized by the participant.
3. If interest is earned on the Trust Fund, a fair market interest rate shall be established and distributed to individual participant based on the amount saved while housed at the THP facility.
4. Participants are required to save 75 percent of their net income. If the participant is obligated to pay restitution, child support, or family support, that amount may be reduced on a case-by-case basis upon approval of the AOR.
5. Participant's income shall not be used to purchase personal items in excess of \$250.00 unless given prior approval from AOR.
6. Supplemental Security Income (SSI) and/or Retirement, Survivor, Disability Insurance (RSDI) and other forms of governmental assistance shall also be considered as income.
7. If a participant is removed from the program either voluntarily or involuntarily, but has funds left in their Trust Fund account, the Contractor shall forward a check to the AOR no later than seven (7) calendar days for final disposition.
8. Participants shall be limited to having \$150.00 in their possession unless given prior approval from the AOR.

P. Failure to Perform Contracted Services

Under the terms of this Agreement, should the Contractor fail to adequately perform the services, does not meet all existing health and safety requirements, or CDCR

policies and procedures, the Contractor shall not be permitted to continue to perform services.

1. CDCR shall state in writing the reasons the Contractor does not meet the Agreement standards and/or CDCR policies and procedures.
2. CDCR will not be required to pay the Contractor for any hours worked by personnel during the period of inadequate performance.
3. The Contractor is required to comply with any CAP issued as a result of a performance evaluation.
4. Failure to provide and/or improve services within the time frame established in the CAP may result in sanctions for non-compliance. Continued failure may result in a termination of the Agreement.

Q. Sanctions for Non-Compliance

The Contractor shall be evaluated for compliance by various methods (PAR, data, etc.). Should the Contractor be found to be out of compliance, the Contractor may be subject to one or more of the following sanction(s):

1. A comprehensive program assessment with a Notice of Deficiency letter issued to remedy deficiencies.
2. A Notice of Deficiency letter issued requiring mandatory assessment and training provided by CDCR.
3. Reimbursement to the State for costs incurred by the Contractor's failure to perform.
4. Immediate fiscal audit of the program.
5. Immediate program services audit by CDCR and any consultant utilized by CDCR for this purpose, with costs charged to the Contractor.
6. If the Contractor is out of compliance, CDCR may, at its discretion, withhold up to 10 percent of the charges for the work which is out of compliance, as security for the correction of that deficiency. When the Contractor returns to compliance, the amount withheld will be remitted with the next invoice.
7. Termination of the Agreement.

R. Participant Medical Care

The Contractor shall develop clear, written procedures for both routine and emergency medical care of its participants within fourteen (14) calendar days of the executed agreement. The procedures shall also address actions to be taken in the event of the death of a THP participant and shall incorporate CDCR's procedures. THP staff shall be trained and kept current in all procedures related to routine and emergency medical care including the telephone numbers of all local emergency service agencies and when to call them. No THP participant shall be denied the opportunity to seek medical attention.

THP participants with special medical needs may be placed at the facility. It shall be the responsibility of the Contractor to make appropriate reasonable accommodations

for those special needs. Responses to Reasonable Modification or Accommodation Request form, CDCR 1824 (Attachment 9) may include obtaining training for staff in emergency response as well as adopting response and evacuation plans for the special need participant.

The Contractor shall facilitate enrollment and/or annual renewal assistance, as applicable, for the completion of the health care coverage application(s) for participants who did not apply for health care coverage while in prison; do not currently have health care coverage or have had their health care coverage suspended or terminated; or do not have the means to pay for health care coverage.

When any participant health-related problems occur and can interfere with the participant's ability to remain in a THP facility, the Contractor shall notify DRP to determine the course of action. If the participant can remain at the THP facility, the Contractor shall provide the participant adequate information to obtain the necessary medical attention and assist with transportation.

S. Interpreter Services

The Contractor must make accessible interpreter services for participants during normal program hours. Services may be provided, at minimum, via telephone.

IV. PROGRAM COMPONENTS AND SERVICE REQUIREMENTS

The Contractor must ensure that assigned participants are continuously engaged in program related activities and services throughout each program day.

The Contractor shall comply with the THP goals to promote self-sufficiency for participants through participation in program services. Each participant shall receive and participate in programming services according to their Case Management Plan (CMP). Additional programming may include approved community service projects, obtaining identification and social security cards, medical appointments, obtaining clothing, etc. The Contractor shall provide all training materials to be utilized for the required programming (computer programs, books, videos, other materials, etc.) and accommodate working participants by scheduling programming during both daytime and evening hours in order to provide access to services.

For all participant program requirements and referrals, the Contractor shall complete and have each participant sign an "On-Site Participant Program Sign-In Sheet" and/or an "Off-Site Participant Sign-Out Sheet". The sign-in and sign-out sheets must indicate participant name, CDCR number, program component name, and hours completed. With the exception of the 52-week Domestic Violence Program, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), or secular equivalent, Substance Abuse Treatment and Recovery (STAR) program and Computer Literacy Learning Centers (CLLC).

The Contractor shall have a merit-based plan to encourage enrollment, attendance, progression through programming, and completion through the use of positive reinforcements and motivational incentives. Incentives may include:

- a. Positive verbal motivations, certificates of completion at graduation ceremonies, etc.;
- b. Welcome packets, work equipment, work attire, housing vouchers, application

- and registration fees for GED and college, purchase of school and trade books, gift cards for groceries, farewell packets;
- c. The cost of food and decorations at special events such as: Speaker's Day, Family Day, Community Day, Music/Art Festivals;
 - d. The Contractor may also use items donated to the THP facility by community organizations;
 - e. No direct cash awards to participants are allowed. The contractor is encouraged to work with DAPO Agents to develop a combined incentive process to support pro-social behavior and positive programming;
 - f. The face value of any voucher or gift card shall not exceed \$50 per award. The \$50 threshold may be increased with approval from DAPO on a case-by-case basis; and
 - g. All extrinsic reinforcements shall be documented and reported.

The Contractor shall maintain written policies and procedures on its Motivational Incentives Program in their operations manual.

A. Intake

The focus shall be on orientation, assessment and program planning. Program planning shall consist of creating a CMP based upon the participant's assessed needs, and shall not exceed seven (7) calendar days.

Participants must complete all the components of orientation, assessment and program planning before progressing to their assigned services.

1. Orientation

Participants shall receive a written summary of the THP procedures governing their conduct and activities related to the program components, services and activities within 24-hours of arrival at the THP facility. Participants shall be advised that their continued presence at the THP facility is at the discretion of either the BPH, if mandated; or their AOR and the facility director, which is contingent upon participation and compliance with house rules. The AOR will consult with facility staff to ensure the participant is adhering to the facility's rules and is participating. A DAPO Administrator or their designee will make the final decision on any participant issues that cannot be resolved between the AOR and the facility director to determine if the participant shall continue in the THP.

An initial orientation shall be performed within 48-hours of the participant's arrival. Documentation of items discussed or provided to the participant shall be signed by both the Caseworker who conducted the orientation and the participant. The original documentation shall be retained in the participant's case file with a copy given to the participant.

2. Program Assessment

The secondary assessment shall occur within five (5) calendar days of the participants' admission to the program. The assessment shall be documented, signed and dated by the Caseworker and participant and retained in the participants' case file.

3. Health Care Enrollment Assistance

The Caseworker shall provide intake screening for participants that shall include citizenship status, Veteran status, American Indian/Alaskan Native status, medical and/or mental health conditions, and health care coverage status for medical (e.g. substance use disorder and mental health services, physical health services, prescription drug benefit, etc.), dental, and vision insurance.

Based upon the intake screening, participants shall be offered assistance to apply for health care coverage to include the Affordable Care Act (ACA), Medi-Cal, Retirement, Survivors, Disability Insurance (RSDI)/Supplemental Security Income (SSI), Veterans Affairs Health Benefits, Indian Health Services and/or other type of health care coverage.

4. Case Management Plan

a. The CMP is the casework plan that staff utilizes to track the participants' progress. The CMP shall be the outline for the goals to be achieved by participants, and the services and activities necessary for each participant to successfully achieve those goals. To determine what services and activities the CMP will require, it shall be written in response to all outcomes of the individualized and approved evidence-based secondary assessment. The CMP shall be completed within seven (7) calendar days of participants' arrival.

b. The Caseworker shall complete and sign weekly progress notes on the participants' progress on their CMP. The notes shall be retained in the participants' case file.

5. Case Management Review

A Case Management Review (CMR) shall be conducted at least every thirty (30) calendar days involving the systematic review of each participant's needs. Participants shall be encouraged to participate in the reviews. Administration of the CMR, shall include notifying the participant as to whom the committee members are and the purpose of the review. The THP procedures on CMR shall be inclusive of the following components:

- a. A committee consisting of the Center Manager, Caseworker, Job Developer, and AOR if available
- b. Case Managers, and the Job Developer (if applicable) are encouraged to work with the AOR to develop collective goals for the participant to achieve; and

- c. Documentation of the review shall be signed and dated by all parties in attendance upon completion and placed in the participant's case file.

B. Programming Services

The participants' programming is determined by one or more of the following factors:

- a. Board of Parole Hearings (BPH) mandated length of time.
- b. Division of Adult Parole Operations (DAPO) conditions of parole and/or AOR referrals
- c. The needs identified in the evidence-based secondary assessment
- d. Participant's interests and individual strengths

Once the length of programming is determined by one or more of the aforementioned factors, the participant shall be provided services based on individual's needs such as employment, education, disability, etc. During programming the participant will:

1. Attend classes as identified in their CMP;
2. Continue to review the assessments and objectives identified in their CMP during Intake;
3. Participate in group activities, which actively engage participants in confronting individual values and behaviors contributing to their criminality. Group activity shall promote participation and provide for the safety and security of the participants. Participation shall be documented on group activity rosters;
4. Participate in didactic groups, organized to provide facilitative and rehabilitative services. Group activity shall promote learning and allow for positive interaction among the participants. Participation shall be documented on group activity rosters; and
5. If eligible and at the discretion of the AOR, participants may be introduced to various community service options (e.g. speaking at schools regarding the consequences of drug use and assisting in activities at a local community center).

The CMP is based on initial and continuous CMR outcomes. The CMP shall be individually tailored to meet the participants' goals using the selection of services listed below.

1. Reentry Transition

The curriculum will focus on managing anxiety, impatience and pressure by identifying goals and expecting the unexpected. Participants will identify their evolving needs (first week, first month, first year, etc.) and shedding prison identities. Training shall focus on defects in thought processes that lead to self-defeating decisions. The curriculum shall be designed to encourage participants to adopt a positive, law-abiding lifestyle.

2. Community Resource Linkage

Contractor shall assist participants with the development of a community reentry

plan. The Contractor shall prepare participants to utilize private and public social service agencies within the local community for personal, family and employment issues, problems and needs. The Contractor shall develop a current and accurate community resources catalog and provide one to every participant prior to program completion or discharge and be made available to CDCR upon request. This catalog shall be updated no less than quarterly and list the available resources by specialty service and include the agency's name, address, telephone number and contact person as well as a brief summary of the eligibility criteria for participants or family to receive the services provided. The completed reentry plan shall be provided to the participants prior to their program exit.

- **Peer Reentry Navigation Network (PRNN) Meetings**

The meetings provide peer-driven support, assistance, and guidance to newly released LTOs, who are adapting to the challenges identified above while striving towards successful community reintegration. The program consists of three components: Peer Re-Entry Navigator (PRN) services, Group Networking Meetings, and Provider Partnerships. LTOs shall be given the opportunity to attend Peer Reentry Navigation Network (PRNN) meetings and the THP may provide meeting space at the THP facility.

3. Money Management Training

The curriculum shall focus on, but not be limited to: managing personal finances, establishing and maintaining bank accounts, writing checks and utilizing debit cards, balancing checking accounts, interest rates, responsible bill paying, responsible use of credit, finance charges, late fees and over limit fees, use of Automated Teller Machine (ATM) and living within financial means.

4. Technology Education

Participants shall be given training on basic and intermediate computer skills such as systems, terms, hardware components of peripherals, operating systems and applications. The course instructions shall include, but not be limited to: Windows operating system, at a minimum Windows 10; launching Windows programs; logging on and off; managing files and using Microsoft Office programs. Participants shall become proficient on the roles of an operating system, using a mouse, and desktop icons and buttons. Participants shall be provided training on connectivity, Internet and domains, web browsers and how they function, security risks with Internet and web activities, and the functions of email on how to send, receive and reply to messages.

5. Education

The Job Developer shall assist the participants with obtaining diplomas, degrees, and certificates by linking them with adult schools, community colleges, state universities, vocational training or other educational opportunities.

6. Job Readiness and Employment

The Job Developer shall conduct trainings to prepare participants for job search

and employment. Job search trainings shall address the use of daily classified-ads (online and/or paper format), public and private employment agencies, etc. Employment trainings shall address personal presentation and demeanor, effective communication, developing good work habits, strengthening self-esteem, establishing short term and long term work goals, taking written tests, resume preparation/writing and interview skills. Emphasis shall be placed on learning appropriate interview language; how to explain time incarcerated, understanding workplace culture and presenting the participants' skills.

The Contractor shall also provide supportive employment services that include, but are not limited to:

a. Personal Identification Cards

If a Participant does not have a current California Identification Card or California Driver's License, the Contractor shall refer the participant to the Department of Motor Vehicles and assist the participant in completing the required paperwork to acquire a personal identification card.

b. Social Security Cards

If a participant does not have a valid Social Security Card, the Contractor shall refer the participant to the Social Security Administration and assist the participant in completing the required paperwork to acquire a Social Security Card.

7. Substance Use Disorder (SUD) Education

The Contractor shall either provide the participants with SUD education or refer them to an approved off-site SUD relapse prevention program (e.g. AA, NA or secular equivalent or STAR). The curriculum should emphasize anger management, relapse prevention and community transition.

8. Victim Awareness

The curriculum will focus on the needs and/or case assessment of the participants. Victim Awareness is geared toward helping participants to become more aware of the impact that crime has on victims and to take responsibility for their actions and begin to make amends.

9. Interpersonal Relationships

The curriculum shall focus on relationships and reunions with parents, children and family members through an educational and group process. Instruction shall include developing family rules and guidelines, giving and receiving positive recognition, discipline without hitting or yelling, communicating needs, developing nurturing daily living routines and activities, playing and having fun as a family, developing new relationships, developing and maintaining healthy boundaries and identifying warning signs of high risk relationships.

10. Healthy Living

This curriculum shall focus the importance of knowledge, attitudes, and practices relating to personal health and wellness. The service is intended to expose the

residents to a broad range of issues and information relating to the various aspects of personal health, which include the physical, social, emotional, intellectual, spiritual and environmental. Topics to be included, but are not limited to: are nutrition, physical fitness, stress, and weight management. In addition, this curriculum shall focus on Human Immunodeficiency Virus (HIV)/Sexually Transmitted Disease Awareness and address information concerning blood borne pathogens. Participants will be introduced to different types of blood borne pathogens, transmission routes and preventative strategies, and procedures to follow in cases of exposure. At a minimum the curriculum must address the following pathogens: HIV, Hepatitis B and C, Non A and Non B Hepatitis, Syphilis, and Malaria.

11. Coping Skills/Anger Management

The curriculum is intended to focus on emotional regulation/anger management, dealing with posttraumatic stress/post-incarceration syndrome, healthy communication and identifying triggers/risks. This service shall assist in reducing and redirecting stress and tension which results in aggressive behaviors. The focus shall be on the causes of anger and providing alternatives to violent outbursts and abusive behavior through educational lessons that challenge inappropriate ways of expressing anger and techniques to dissipate that anger before it becomes unmanageable.

12. 52-Week Domestic Violence Program (Hours to be determined)

- a. The Contractor shall make available or provide access to a court-approved 52-Week Domestic Violence Program (Batterer's Program) for participants who have a special condition of parole or during the case assessment identify as needing the 52-Week Domestic Violence program. The provisions of the Domestic Violence Program shall be administered pursuant to PC Section 1203.097.
- b. If the Domestic Violence Program is subcontracted through a local provider, the THP staff shall receive written case summaries to document the participants' attendance and status in his/her case file.
- c. The Contractor shall ensure the Sub-Contractor is certified as an approved domestic violence program provider per PC Section 1203.098. Sub-contracted services shall be documented and retained on file at the THP facility.
- d. If the Contractor administers the program on site, the services may be provided by any THP contracted staff that is a certified instructor for domestic violence and meets the criteria outlined in PC 1203.098. Documentation verifying the staff member is a certified instructor must be retained on file at the THP facility.

With the exception of the 52-Week Domestic Violence Program, AA, NA or secular equivalent, STAR and CLLC, all programming components must be provided at the THP facility. Exceptions can be made on a case by case basis.

Participation is required for all programming components with the exception of the 52-Week Domestic Violence Program. A monthly schedule of program components,

including days, times, and curriculum used for each class, must be submitted to DRP thirty (30) days upon contract award and upon schedule revisions.

C. RECOMMENDED TIMETABLE FOR SERVICES

The following guidelines can be utilized to determine which services should be offered and how often depending on the participant's length of stay at the THP facility. The type and frequency of services is based on the individual needs of LTOs. If the participant does not have a demonstrated need, the participant's personal program may be adjusted.

- 0-90 days suggested services are:
 - Reentry transition
 - Resource linkage
 - Money management
 - Technology education
 - Education & employment
 - 15 hours per week of programming which consists of:
 - Groups: 5 hours/week
 - Supported community activities: 5 hours/week
 - Work/additional programming etc.: 5 hours/week

- 91-180 days suggested services are:
 - Education & employment
 - SUD/relapse prevention
 - Victim empathy/impact
 - Interpersonal relationships
 - Self-care/whole health care
 - Coping skills
 - 20 hours per week of programming which consists of:
 - Groups: 5 hours/week
 - Supported community activities: 5 hours/week
 - Work/additional programming etc.: 10 hours/week

- 181-365 days suggested services are:
 - 25 hour per week of programming:
 - Groups: 5 hours/week
 - Supported community activities: 5 hours/week
 - Work/additional programs: 15 hours/week

D. Program Referrals and Extensions

For any extensions or additional program time beyond the 180 days, a Program Extension Request (Attachment 10) must be approved by the DRP Community Reentry Services Staff Service Manager II or their designee. No participant shall be

allowed to remain in the program for more than 365 days unless determined on a case-by-case basis.

Any participant who is referred to the THP within 180 days of program discharge or exit is not considered a new participant and shall be subject to program extension approval.

The Contractor shall accept all participants for placement at the THP facility and manage any participant referred by the CDCR. In cases where a referral is denied, the Contractor shall submit written justification to the DRP Program Analyst who will determine if the justification is sufficient and/or in compliance with the Agreement. Examples of justification would be if placement of the participant in the THP would be a violation of local and/or state laws or ordinances.

V. FACILITY REQUIREMENTS

Physical site requirements of the THP facility shall include: (1) equipped to monitor internal movement, as well as detect any unauthorized ingress/egress; and (2) configured to meet all health and safety and building codes, and THP facility physical site requirements. The minimum THP facility physical site requirements shall include these components:

A. Control Center Area

A properly furnished, equipped and supplied area shall be provided as the central location for staff's management and supervision of all THP activities. Staff assigned to this area shall monitor all written records related to activities such as participants' schedules, medical appointments, job search passes, reporting to jobs in the community, attending off-site functions, checking in of visitors, tracking center searches and communications with related public and private agencies such as law enforcement, emergency service agencies, social service groups and substance use disorder treatment programs.

B. Participant Housing

Participant housing at the THP facility may be dormitory style or individual rooms. The square footage of the sleeping space provided to each participant (of which no more than four (4) square feet is closet space) shall be according to the chart below as approved by CDCR:

Participants Per Room	Minimum Required Total Square Footage Per Room	Minimum Required Square Footage Per Participant
1	50	50.0
2	70	35.0
3	90	30.0
4	110	27.5

These housing units shall provide functional, clean and full-service bathrooms. These standards include the following item-to-participant ratios: toilets/urinals (1:10), sinks (1:10) and showers (1:20). The sinks and showers shall provide either hot and

cold or tempered water. These housing units shall also provide a day room for living activities such as studying, writing, reading and viewing television (minimum of 10 square feet per participant or as approved by CDCR).

If male and female participants are housed in the same facility, the Contractor shall ensure personal security and privacy which will include, but not be limited to the following:

1. Separate and adequate toilet, hand washing, and bathing facilities for females and males. Such facilities shall be in proximity of designated sleeping areas.
2. Separate and adequate sleeping areas for females and males. Such areas shall be enclosed by permanent walls which extend from the floor to the ceiling and a permanent door.

The Contractor shall provide housing and bathroom facilities for participants with disabilities in accordance with the requirements of the Americans with Disabilities Act (ADA). Site evaluations will be held prior to contract signing. All sites must be in compliance with the ADA. Any sites which appear to not be in compliance may be referred to the CDCR Office of Court Compliance for further inspection. Any violations found will be corrected at the contractor's expense.

C. Parking

Parking shall be available for THP staff, visitors, and assigned CDCR employees. Public parking may be used for the required parking. All parking expenses shall be the sole responsibility of the Contractor; CDCR shall make no reimbursement. If on-site parking is available, one space shall be reserved for CDCR personnel. Handicapped-parking spaces shall be provided in accordance to ADA.

D. Food Services

Participants shall be provided a nutritionally balanced diet of three meals a day, seven days a week, two of which shall be served hot. THP facility menus shall be posted in locations accessible to participants.

Food Service may be provided either by preparing meals on-site or by subcontracting through a local provider, such as a restaurant or caterer. The food service area shall include a dining room that contains tables and benches/chairs, which shall accommodate the total number of participants served at each mealtime, whether the food is prepared on-site or catered. This room can be used for multiple purposes in-between meals. The THP facility kitchen, dining room, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service preparation areas, shall meet all applicable health and sanitation code standards. Accommodations shall be made for participants with disabilities, religious beliefs and food allergies.

1. On-Site Food Service

If on-site food service is provided, a properly furnished, well ventilated, fully equipped kitchen for food preparation for participant consumption shall be provided and maintained in a clean and sanitary manner within the THP facility. The kitchen shall minimally include adequate workspace and a functional stove, oven, and refrigerator and freezer. Food storage areas shall be secured.

2. Sub-contracted Food Service

THP facility food service may be subcontracted through a local provider, such as restaurant or caterer. The Contractor may utilize participants to assist with the serving of meals. Contractors, who subcontract food service through a local provider such as a restaurant or caterer, shall ensure the provider: (a) adheres to all State and local health sanitation codes; (b) be licensed; (c) has a certificate or permit to operate; and (d) be notified in writing that the provider is subject to CDCR evaluation and approval.

Staff members and participants shall not be assigned to handle and prepare food until medically cleared and instructed in the requirements for sanitation and cleanliness in the preparation and serving of food (in compliance with State, local health, and sanitation codes). Proof of these clearances shall be maintained in the staff member or participant file and available upon request.

The THP facility food services program shall comply with all mandated Sanitation and Health Codes and ensure that all food service staff and participants have clean hands and fingernails, wear plastic disposable gloves as required, wear hair nets or caps, clean aprons, clean pants, shirts and shoes.

Non-compliance to State and local health codes may result in the immediate termination of the contract.

Sack lunches shall be provided to participants who are off-site during the day on authorized activities. In addition, the evening meal shall be prepared and stored under refrigeration for participants working irregular hours and returning to the THP facility after the kitchen has closed.

Kitchen and dining room trash and refuse shall be stored in properly sealed containers until collected by the local disposal service. All cleaning solvents, detergents and supplies shall be stored separately and away from food, cooking supplies and serving utensils. The THP's management staff shall conduct daily documented health and safety inspections of the kitchen, dining room and food storage room to ensure that all food service equipment, furnishings, utilities and staff/participant practices are maintained in a safe and hygienic manner.

E. Medicine Cabinets

The THP facility shall have a locked medicine cabinet in a controlled area under staff's supervision. The medications stored in this cabinet shall be monitored in compliance with CDCR policy to include log sheets on each medication with the participant name and CDCR number and dosage of medication; date and time taken; balance of pills/liquid remaining after each dosage taken; and date and initials of the THP's weekly inventory of medications. All participants' outdated, discarded and/or unclaimed medications shall be disposed of per federal guidelines. In addition, the THP facility shall have a locked and refrigerated storage area designated only for medication requiring refrigeration.

F. Office Space for CDCR Assigned Staff

A minimum of 95-110 square feet, or as approved by CDCR, of private office space

designated solely for one DAPO representative shall be provided. This office space shall include a working telephone with local service. Toll calls by CDCR staff can be made at CDCR expense. This office must also include a broadband internet connection along with appropriate service provided at Contractors expense. Broadband internet service is defined as either a cable or DSL connection. This connection can be provided via a router from an existing connection already in place at the THP facility.

G. Classrooms

The facility shall have adequate classrooms that shall be fully furnished with desks/tables and chairs; be equipped with computers and other appropriate learning tools; and be supplied with paper, erasers, pencils, etc. The Contractor shall provide computers for computer training on – no less than – a 1:9 computer to participant, ratio. Classrooms shall be accessible for use by persons with disabilities.

The Contractor is responsible for providing classrooms that can accommodate up to 60 percent of the total number of participants at full capacity.

H. Laundry Services

The Contractor shall provide, at no cost to the participant, daily access to on-site laundry machines and detergent. Laundry equipment shall include at least one commercial grade washer and dryer for every 16 participants. The on-site laundry service area shall be properly ventilated and contain adequate space to:

1. Provide laundered clothing and linens to all participants when their current supply is soiled;
2. Serve as storage for all clean unassigned clothing and linens; and
3. Serve as a temporary storage for all unclaimed clothing.

Each participant shall receive upon arrival at the THP facility: clean linens, blanket and bath towel. A second set of clean linens, blanket and towels shall be retained on hand and stored in a linen closet. Linen and towel supplies shall be laundered and rotated on a weekly basis and replaced if they are worn or stained. Participant clothing shall be laundered as circumstances require related to their daily work and program activities.

I. Participant Property Room

Personal property left at the THP facility upon a participant's unauthorized departure, transfer, program completion/termination, arrest, discharge or death shall be inventoried and held in secured storage for no longer than sixty (60) calendar days. Such storage shall be in a clean and well-maintained area to prevent damage to the participants' property. A copy of the signed and witnessed Property Room Inventory Sheet (Attachment 11) listing the participant's property shall be sent to the CTP representative and AOR for review/input prior to the forfeiture of the property. Participant property left beyond sixty (60) calendar days shall be forfeited.

J. Maintenance Room

A locked maintenance room shall be included to store tools and equipment needed for THP facility maintenance and required for support building projects.

K. Suitable Living and Sleeping Areas

Each participant's sleeping area shall include a bed frame, mattress and pillow; supply of clean bed linens; towel; chair; metal locker; closet or dresser for participant clothing and authorized personal property; and shall have proper lighting, heating/cooling and ventilation. All mattresses and pillows will be covered with plastic or vinyl mattress covers. Mattresses and pillows shall be replaced as they wear out or if they are torn. The sleeping areas shall be kept clean and the floors mopped and swept daily. The facility manager or designee shall conduct daily inspections and maintain a Cleaning and Replacement Log.

L. Equipment

The THP facility equipment, furniture, appliances, etc. shall be kept clean and in good operating condition at all times.

M. Smoke-free Environment

Indoor smoking at the facility shall be prohibited in accordance with state law. "NO-SMOKING" signs shall be posted in all classrooms, designated visiting areas, hallways and in the main office of the facility in full view of participants, staff and visitors.

N. Vector Control

The Contractor shall maintain a subcontract for vector control services to ensure the facility is free of insect and rodent infestation. Documentation of services shall be maintained at the facility and shall be submitted to the DRP Program Analyst(s).

O. Sanitation and Health Codes

The THP facility shall comply with the sanitation and health codes of the applicable governmental jurisdiction. Written reports of inspection by State or local authorities shall be sent to DRP staff upon request and retained on file at the THP facility.

P. Building Codes

The THP facility shall comply with all applicable building codes for the safety and well-being of participants and staff. Verification of compliance may be in the form of a currently valid permit, letter and/or certificate.

Q. Housekeeping and Maintenance Plan

A Housekeeping Plan and Log shall be maintained by THP staff that reflects daily inspections of the THP facility to ensure it is kept clean and in good repair at all times. The THP facility shall be equipped with a utility sink and have a secured

storage space to be used for the storage of the THP facility cleaning supplies and equipment (e.g., mops brooms, buckets, etc.). A Material Safety Data Sheet for each cleaning agent shall be posted in the room where the chemical is stored and shall meet hazardous material storage requirements.

R. Work Crew Assignments

The Contractor shall assign THP participants to uncompensated on-site work crew assignments at the THP facility to offset program expenses related to grounds and building maintenance, and housekeeping and food services.

S. Construction

The Contractor shall notify CDCR thirty (30) calendar days prior to undergoing any construction on the facility site in order to facilitate the relocation of participants, if necessary.

T. Temperature Control

THP facilities should be equipped with either central heating or wall heating. At no point should kerosene or propane space heaters be utilized at a THP facility due to health risks and fire hazards.

The Contractor shall be in compliance with provision 1204.1 of the most recently released California Building Code (CBC) regulations. This provision (1204.1 or any future CBC provision directly related to interior space heating) stipulates that any interior space intended for human occupancy shall be provided with active or passive space-heating system capable of maintaining a minimum indoor temperature of 68 degrees Fahrenheit (20° C) at a point 3 feet (914 mm) above the floor.

U. Fire Evacuation Emergency Procedures

The Contractor shall have fire prevention procedures and safety requirements posted in the main office of the THP in full view of participants, staff and visitors. Additionally, the Contractor shall have evacuation and emergency procedures to include the following instructions:

1. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
2. Alert notification and/or evacuation of all occupants;
3. Control and the extinguishing of fires; and
4. Evacuation routes and procedures.

V. First Aid Kits

The Contractor shall keep a minimum of three well-stocked first aid kits which should be located in key areas such as the control room, kitchen and maintenance shop. The Contractor is to refer to the Red Cross website for a well-stocked first aid kit <http://www.redcross.org/prepare/location/home-family/get-kit/anatomy>.

W. Posting of Emergency Evacuation Floor Plans

Clear, concise and site-specific emergency evacuation floor plans shall be posted in every occupied location throughout the THP facility. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

1. Evacuation diagram plan that identifies the "You Are Here" location that is compatible with the building floor plan;
2. Evacuation plans, which include the locations of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies; and
3. Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new participant upon arrival.

X. Smoke Detectors and Fire Extinguishers

The Contractor shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations including the kitchen, sleeping areas, indoor visiting area, classrooms, laundry, maintenance shop and control room. All tests shall be documented for compliance and maintained at the facility as set by local ordinances.

Y. Emergency Lighting System

The facility shall be equipped with an emergency lighting system to ensure staff's supervision and control in emergency situations (e.g., fires, earthquakes, loss of electrical power, etc.). Emergency lighting shall be placed in key areas such as the main areas and exit corridors and shall be operational during the term of the contract. A monthly inspection of the lighting system shall be conducted and documented to include the date, time and results of inspection.

VI. OPERATIONS

A. Participant Mail

All regular non-confidential mail received or sent by participants at the THP facility is subject to being searched by the Contractor as authorized by the participant's signature agreeing to the THP house rules/conditions of admission. The reading of mail shall be for cause only.

All incoming packages addressed to participants shall be opened and inspected by the Contractor staff in the presence of the participant receiving the package. Packages shall be inspected for the purpose of verifying and recording the receipt of permitted personal property and to prevent the introduction of material, substances or property that participants are not permitted to have in the THP facility.

B. Participants' Use of the THP's Designated Telephones and Cell Phones

The THP facility shall provide participants with accessible on-site coin or operator assisted telephones for their personal calls to family, friends, employers, prospective employers, service agencies or any person of the participant's choosing. The Contractor shall provide Telecommunication Device for the Deaf (TDD) telephones and other assisting equipment upon request.

The Contractor shall prepare and adopt written policy and procedures for the use of these telephones regarding the time of day they may be used, frequency and length of telephone calls and prohibition on receiving incoming calls within fourteen (14) calendar days of the executed agreement. If THP staff receives an emergency or program related telephone call for a participant, the caller's name, telephone number and nature of the call shall be taken down by staff and given to the participant at the earliest possible opportunity.

For program related purposes, indigent participants shall be permitted to use the THP's facility business telephones.

The Contractor shall have a written policy regarding participant cell phone use. This policy shall be submitted within fourteen (14) calendar days of the executed agreement. This policy shall be disseminated to each participant upon entrance to the THP facility.

C. Participants' Use of Personal Vehicles

Participants who are employed or participating in approved activities must have written approval from the AOR to use their personal vehicle. Approval or denial shall be placed in the participant's file. A participant's driving privileges shall be immediately suspended if the participant is found to be under the influence of drugs or alcohol or tests positive for substance use.

D. Participant Passes

The THP's Program Director/Center Manager (or designee in his/her absence) and/or AOR may authorize participant passes for up to six hours per pass between the hours of 0600 through 2100.

The above or similar passes shall be limited to the time necessary to accomplish the stated purpose at which time the participant shall return to the THP facility with documented verification of his/her authorized activities.

E. Community Leave Requests

The THP's Program Director/Center Manager or in their absence the Casework Supervisor/Assistant Center Manager, in consultation with the participant's AOR or Program Parole Agent, may grant participants community leave of six hours or more. Only those participants adhering to the THP's requirements shall be allowed community leave, which includes overnight visits for family reunification.

F. Participant Transportation

The Contractor shall provide participant transportation to all off-site program related activities, medical appointments, DMV appointments, emergency transports, and in the event of the Contractor's move to a new location. Transportation may be provided by either Contractor vehicle or providing bus passes/tokens. Contracted staff shall never use their personal vehicles to transport participants. The Contractor shall not provide monetary funds directly to participants for transportation purposes.

G. Respect for Neighbors

Good neighbor policies assure that the facility and its residents are accepted as part of the community. This means that residents will be mindful of noise levels of conversations, designated smoking areas that will not affect the neighbors, and walking on sidewalks and paths to destinations.

VII. **SECURITY REQUIREMENTS**

A. Operations Manual

The Contractor shall prepare and maintain a written operations manual that describes the THP's purpose, philosophy, programs, services, policies and procedures. This manual shall summarize the approved methods of implementing CDCR policies and provide details for daily operation of the program. This manual shall be made available to DRP staff upon request.

B. THP Safety and Security

The Contractor shall develop and maintain written policies and procedures for the THP pertaining to the proper supervision of participants, maintenance of security and handling of emergencies within 14 days of the executed agreement. These policies and procedures shall include, but not be limited to:

1. Control Center Area

An adequately equipped, staffed and properly managed control center area for observation of THP activities that is fully operational 24 hours a day, seven (7) days per week.

2. Center and Grounds Security

Daily inspections of the THP facility grounds addressing such matters as functional locks and latches on all windows, doors, and gates; electrical lighting (inside and out); keeping the THP facility and grounds free of contraband and providing security from outside intrusions. These inspections shall be tracked on a Daily Log Sheet. These policies shall ensure that the participants shall not be locked inside the THP facility at any time. Door alarms shall be used on exit doors that are not staffed to eliminate unauthorized egress.

3. Unauthorized Departures

A participant is considered an unauthorized departure after 4-hours have passed from the time the participant was due to return to the THP facility.

4. Controlled Entry into the THP Facility and Grounds

The Contractor shall have a policy for the prohibition of unauthorized persons entering the THP facility and grounds. Unauthorized persons include anyone other than CDCR staff, Contractor and sub-contractor staff, public officials, and approved participant visitors during visiting hours. All visitors must have

identification and must sign in-out of the facility. This policy shall be sufficiently clear and concise to guide THP employees in their decisions to admit or deny anyone seeking admission for any reason.

5. Intake and Exit Procedures

The Contractor shall develop written policies and procedures, within fourteen (14) calendar days of the executed agreement regarding the intake and exit of participants in the THP following the guidelines below.

a. Intake

The intake of participants shall occur between the hours of 0600 through 2200. THP staff shall complete the "Program Intake" section in its entirety in the data system provided by CDCR. Also included in the participants file will be the Activity Report, CDCR 1502 (Attachment 12) the Correctional Offender Management and Profiling Alternative Sanctions (COMPAS) assessment(s), the California Static Risk Assessment (CSRA) score and any other documents provided by DAPO will be included if available.

b. Exit

Upon participant exit, the Contractor shall complete the "Program Exit" section in its entirety in the data system provided by CDCR.

6. THP Facility and Participant Searches

The daily, weekly, and monthly searches of the THP facility and its participants for contraband shall be conducted per CDCR standards (CCR Sections 3006 and 3287 and Department Operations Manual (DOM) Section 52050.18). These searches shall include securing and handling contraband pending the AOR's disposition. Participants returning to the THP facility shall be subject to search by staff.

7. THP Staff's Use of Physical Force and Restraints

THP staff is prohibited from the use of physical force on participants except in self-defense and protection of others. THP staff shall abide by CDCR's Use of Force Policy (CCR Sections 3268 and 3268.1). Staff's use of weapons, chemicals and restraints are prohibited. In all instances, THP staff's use of physical force on a participant shall be documented in compliance with CDCR incident and altercation reports and submitted on Incident Report, CDCR 2284 (Attachment 13) to CDCR within 24 hours of the incident.

8. Emergency Procedures

In the event of an emergency situation at the THP facility, THP staff shall immediately call 911 and inform DRP staff as soon as possible.

9. Mutual Aid Agreements

The Contractor shall have written mutual aid agreements with related public and private social service agencies to be activated in emergencies including situations requiring immediate closure of the THP facility.

C. Fire Prevention and Safety

The Contractor shall within fourteen (14) calendar days of the executed agreement have written policies and procedures pertaining to fire prevention and safety requirements, which include, but are not limited to:

1. Fire Safety Inspections and Reports

The THP shall be inspected, prior to facility activation, for conformity with fire safety requirements pursuant to Health and Safety Code (H&SC) Section 13143.6. The original Fire Safety Inspection Request form (STD. 850), or city equivalent, shall be completed in accordance with the H&SC and any other State, county or local ordinance and must include the maximum occupancy and expiration date. A new inspection is required when changes are made to the existing facility, such as room additions, kitchen expansions, Americans with Disabilities compliance, etc. One copy of the approved request shall be submitted to CDCR at the time of bid submittal. (refer to Physical Site Visit Evaluation, Attachment 14).

2. Fire Evacuation and Emergency Procedures

At a minimum, written evacuation and emergency procedures shall include instructions for the following:

- a. Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
- b. Alert notification and/or evacuation of all occupants;
- c. Notification of authorities and CDCR;
- d. Control and the extinguishing of fires; and
- e. Evacuation routes and procedures.

3. Emergency Evacuation Training

All THP staff shall be trained in the implementation of emergency procedures within 24 hours of their initial employment. In addition, emergency training is to be included in annual refresher training given to all personnel. All training shall be documented and maintained in staff files for compliance.

4. Quarterly Emergency Evacuation Drills

The Contractor shall conduct and document quarterly emergency evacuation drills at the THP facility. Documentation of each drill shall include the date and time of day; the evacuation path used; the number of staff, participants and visitors who participated; the amount of time it took to complete the drill; and comments.

D. Annual Health and Safety Inspections

The THP facility shall comply with all mandated public health and sanitation codes and receive an annual inspection from a public health agency with a copy of the subsequent report submitted to the DRP Program Analyst. If unable to obtain, the

Contractor shall provide documentation that they contacted the appropriate agency (e.g., date, contact person, reason).

E. Substance Use Disorder Testing of Participants

The Contractor shall conduct and document drug screen testing and results and maintain written policies and procedure in their Operations Manual. Participants shall be required to participate in random breathalyzer and/or urinalysis testing for alcohol and drugs at least once a week. All positive breathalyzer and/or urinalysis test results shall be reported to the AOR and Program Parole Agent within 24-hours, via e-mail and/or in writing.

F. Inventory and Control of Hand Tools and Hazardous/Toxic and Volatile Substances (HTVS)

The Contractor shall have written policies and procedures for the THP's facility inventory and control of hand tools and HTVS to ensure these items and substances are secured and managed in a manner that minimizes the risks to staff, visitors, the general public and participants. All hand tools shall be accounted for at all times with a written inventory and with a check-out and return system, such as the shadow board technique. All hand tools shall be secured in a locked cabinet or tool chest when not in use.

All HTVS at the THP facility shall be received, stored, dispensed and disposed of in accordance with the DOM Section 52030.1. HTVS shall not be stored in sleeping areas, furnace areas, kitchens or dining areas, nor in close proximity to the stored food or kitchen supplies. Material Safety Data Sheets (MSDS) shall be maintained on-site for all HTVS used in the THP facility. The applicable MSDS shall be openly displayed and immediately accessible to staff and participants wherever these substances are used. Staff and participants shall also receive documented training on the safe use of these substances.

Flammable substances such as gasoline, kerosene and paint thinner shall be stored outside the THP's facility main structure in approved containers inside properly ventilated and labeled fireproof cabinets. If outside storage is not available, all flammable substances shall be stored in approved containers away from living areas, kitchen and other areas with frequent access. All substances shall be stored in accordance to local fire codes.

G. Participants' Use of Hand Tools and Equipment

The Contractor shall maintain written policies and procedures in accordance with CDCR policy that ensure THP participants receive documented safety training on the use of hand tools and equipment they are permitted to use. The Contractor shall place documentation in the participant's case file for subsequent review by CDCR in the event of a participant accident or injury while using such items.

H. Daily Activity Log

The Contractor shall maintain a permanent and bound logbook for daily entries on routine and emergency situations. All entries shall be made in ink on consecutive lines and pages (no skipped lines or pages) and staff making the entry shall sign and

date the entry. The daily activity log is subject to CDCR review and shall be retained for a minimum of three (3) years.

I. Participant Appeals, Inmate/Parolee Request for Interview, Item, or Service, and Reasonable Modification or Accommodation Request

The Contractor shall develop and maintain written policies and procedures, within fourteen (14) calendar days of the executed agreement on participant appeals (pursuant to CCR, Title 15, Section 3084), Inmate/Parolee Request for Interview, Item, or Service, and Reasonable Modification or Accommodation Request (CCR, Title 15, Section 3085) which shall conform in all respects to CDCR standards and include the following components:

1. The Inmate/Parolee Request for Interview, Item, or Service, CDCR 22 (Attachment 15), the Inmate/Parolee Appeal, CDCR 602 (Attachment 16), and the Reasonable Modification or Accommodation Request Form, CDCR 1824 (Attachment 9) shall be openly accessible to THP participants;
2. Completed CDCR 22, CDCR 602, and CDCR 1824 forms shall be properly accounted for, with copies placed in the participants' case files;
3. Completed CDCR 22, CDCR 602, and CDCR 1824 forms shall be promptly transmitted without alteration and interference to the AOR or Program Parole Agent;
4. The name, title and address of the THP's CDCR designated Appeals Coordinator shall be posted and accessible to all participants;
5. Participants shall remain free of staff coercion and retaliation after filing an appeal or a request for reasonable modification or accommodation;
6. The Contractor shall maintain a locked box for participants to deposit completed appeals and requests for reasonable modification or accommodation. The box shall be accessible only to CDCR staff;
7. The AOR shall respond to Requests for Interview, Item or Service, CDCR 22 (Attachment 15) by making a decision or acting on the form. If the participant is dissatisfied or disagrees with the AOR's response, he or she may submit the completed Inmate/Parolee Request for Interview, Item, or Service, CDCR 22 (Attachment 15), with Section C completed to the AOR's supervisor;
8. Inmate/Parolee Appeal, CDCR 602 (Attachment 16) should be submitted to the Regional Appeals Coordinator;
9. The first level of response regarding a CDCR 602 shall be rendered by the DAPO District Administrator for that parole region. If dissatisfied with that decision, the parolee may pursue a second level appeal from the Regional Parole Administrator for that parole region. If dissatisfied with that decision, the third level of appeal is to the Chief of the Inmate Appeals Branch;
10. Reasonable Modification or Accommodation Request Form, CDCR 1824 (Attachment 9) should be forwarded directly to the Parole Litigation Unit.

J. Off-Site Community Service Work

All off-site community service work shall be approved in advance by the AOR, Program Parole Agent or designee to help assure that public safety issues are thoroughly addressed and that the proposed work site and working conditions present no unreasonable safety risk to the participating participants. All off-site work shall be for public agencies or private non-profit agencies in the performance of work that would otherwise not be done by paid public or contracted employees.

VIII. PERFORMANCE MEASURES AND SERVICE DELIVERY COMPLIANCE

A. Performance Measures

CDCR reserves the right to develop, institute and regulate a series of program performance measures to monitor and enhance THP service delivery system components. The CDCR reserves the right to implement these measures at any point during the duration of this contract.

B. Program Service Delivery Compliance

The Contractor shall:

1. Provide participants with programming and services according to the principles of evidence-based programming and as determined by evidence-based individual risks and needs assessments;
2. Document participant's activities and identify to the AOR, Program Parole Agent or designee, those participants requiring disciplinary actions;
3. Identify and track outcome measures for each of the program components and measure the progress of the participant against the goals in the participant's CMP. DRP and DAPO reserve the right to set deliverables, outcome measures and or data requirements to the contractor;
4. Document programming, services, referrals, changes in risk and needs and progress for all participants on a weekly basis in the participants' progress notes and updates to the CMP. The CMP shall document all program and services delivered, including the number of hours of participation in each area;
5. Monitor and report program utilization, and service participation weekly, in accordance with this contract;
6. Comply with all applicable rules and regulations regarding confidentiality and retention schedules of participant records and information; and
7. Employ professional, competent, skilled staff and have a plan for staff performance and disciplinary reporting. All staff shall satisfy requirements for security clearances, training, certification and professional development as defined by CDCR's rules and regulations.

IX. PERSONNEL POLICIES AND PROCEDURES

The Contractor shall provide the required staff for the overall administration of the program in compliance with State and County rules, directives and evidence-based

practices. The Contractor's key staff positions and responsibilities are listed below; however, actual classification titles may vary. During all hours of operation, all minimum staffing ratios for Caseworker and Monitor shall be adhered to, one of which must be journey level. Journey level staff is defined as an employee who has at least one (1) year of experience working for an adult community correctional program or In-prison program.

The Contractor shall provide effective 24-hour per day coverage; seven calendar days a week. Contractors having more than one contract shall not use full-time THP staff for other contracts. Full time THP staff position, shall not supervise or provide program services to individuals who are not a part of the THP population. Full time staff is defined as an employee who works 40 hours in a week at the THP facility. Part-time THP staff may be allowed to work with non-THP contracts in which case the THP employee's projected time base for each contract shall be noted in the required staffing plan.

A. Key Staff Positions

The staff descriptions of the required THP positions and minimum staffing ratios include:

1. Program Director/Center Manager – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Ultimate responsibility for the supervision of all program staff positions. If necessary, substitute for, and adequately perform all duties of any other paid staff;
- b. Oversee the implementation and provision of all THP program components, services and activities;
- c. Ensure compliance with CDCR's administrative and fiscal regulations in accordance with the contract provisions;
- d. Ensure operational costs do not exceed the funding generated by the program per diem rate; and
- e. Possess the interpersonal skills that allow effective interaction with varied staff and participant groups.

Minimum Qualifications: Possess either one of the following requirements: 1) a four (4) year degree in the Social Sciences or a related field and one year of experience working with a criminal justice or related population; or 2) a minimum of 60 college units and four (4) years of staff supervisory experience working with a criminal justice or related population; or 3) a high school diploma or equivalent and six years of staff supervisory experience working with a criminal justice or related population.

2. Casework Supervisor/Assistant Center Manager – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Ensure timely completion of all participant orientations to the THP and development of all participant CMPs;

- b. Ensure timely completion and submission of any participant program extension requests;
- c. Coordination and efficient management of program services, casework functions and supervision of caseworkers, job developer and monitor staff;
- d. Monitor the procedures governing casework services, strategize the sequence of services and ensure participants are in compliance with their CMP;
- e. Monitor participants' progress and recommend to the Caseworker, Monitors, CDCR staff and participants corrective measures when progress is substandard;
- f. Provide supervision and direction to Caseworkers, Job Developer, and Monitors to ensure they perform their duties according to the provisions of the contract and local policy;
- g. Ensure secure storage of all participant records;
- h. Participate in monthly case conferences of all participants; and
- i. Assume the Center Manager responsibilities when the Center Manager is absent and may assume various duties as delegated by the Center Manager in assisting with overall management of the facility.

Minimum Qualifications: Possess either a (4) year degree in Social Sciences or a related field, or equivalent and two (2) years of experience supervising casework staff working with a criminal justice or related population.

3. Caseworker – (Part-Time or Full-Time Positions)

Responsibilities include, but shall not be limited to, the following:

- a. Deliver all program components and all other services, except for those provided by the Job Developer;
- b. Conduct needs assessments for all participants;
- c. Prepare, review and update CMPs for all participants;
- d. Monitor participant progress and confer regularly with CDCR staff concerning program progress and transition planning; and
- e. Document progress and all services provided in the participants' files (including employment effort/status, individual and group counseling, case conference results, referral services and disciplinary information).

Minimum Qualifications: Possess either a Bachelor's degree in Social Sciences or a related field; or a high school diploma or equivalent and a minimum of two (2) years' experience working with a criminal justice or related population.

The Contractor is required to have a maximum Caseworker to participant caseload ratio of one (1) Caseworker to twelve (12) participants (1:12).

4. Job Developer – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Actively collaborate with area employers to create job opportunities for participants;
- b. Notify prospective employers of the Work Opportunity Tax Credit, the fidelity bonding incentive and any other benefit for hiring participants (Refer to the United States Department of Labor Employment and Training Administration, www.doleta.gov website for additional information); and
- c. Prepare and update a monthly roster of those employers willing to hire participants and provide the roster to CDCR upon request. In addition, correspond with the AOR prior to placement to ensure there are no limitations of job location and or job types.
- d. Have basic knowledge on how to mentor the client in disclosing appropriate information regarding past convictions and/or parole status to potential employers;
- e. Have basic knowledge of the criminal record expungement process, the benefits of completing the process, and/or the ability to provide information or a referral on how to expunge a criminal record, or obtain a Certificate of Rehabilitation;
- f. Provide counseling and other employability services to the participants and assist them in analyzing and evaluating their employment, assets and aptitudes, provide information on occupational opportunities, job requirements, training and rehabilitation resources, assist in formulating plans to achieve occupational goals and refer them to appropriate employers, training and educational facilities or other community agencies and organizations, if applicable;
- g. Assess participants to determine employment, training and Career Technical Education (CTE) needs and coordinate referrals with Program Director and other assigned staff;
- h. Provide employment services including resume writing, mock interviews, time management, how to get along with others in a work environment, and how to follow instructions;
- i. Assist participants to become prepared for the workforce;
- j. Assist participants in locating and securing employment, educational services, or CTE training;
- k. Assist participants in assembling the necessary documents to legally work within California and completing their initial résumé;
- l. Assist with the recruitment of participants on parole;
- m. Work with participants once they have been placed into employment;
- n. Obtain verification of participant employment;

- o. Work with participants to address issues that may arise after job placement; and
- p. Assist participants who lose their job in again securing job placement.

Minimum Qualifications: Possess either a Bachelor's degree in Social Sciences or a related field; or a high school diploma or equivalent and a minimum of two (2) years' experience as a Job Developer or similar position.

5. Monitor (Part-Time or Full-Time Positions)

Responsibilities include, but shall not be limited to, the following:

- a. Monitor facility and participants after business hours, seven days a week, including holidays; and
- b. Assist Caseworker with the delivery of participant services and activities, as necessary.

Minimum Qualifications: Be at least 21 years of age and possess either a high school diploma or equivalent. Possess good interpersonal, written and communication skills.

The Contractor is required to have a minimum Monitor to participant ratio of one (1) Monitor to eighteen (18) participants' ratio of (1:18) on duty 24-hours per day.

6. Administrative Staff – One Full-Time Position

Responsibilities include, but shall not be limited to, the following:

- a. Possess good oral and written communication and typing skills; and
- b. Function as the THP's receptionist and perform other office clerical duties within the THP facility.

Minimum Qualifications: Be at least 21 years of age and possess either a high school diploma or equivalent. Possess good interpersonal, written communication and typing skills.

7. Cook/Assistant Cook – (One Full-Time Position)

Responsibilities include, but shall not be limited to, the following:

- a. Efficient operation of the culinary area;
- b. Cook for the THP population;
- c. Develop and follow approved menus that meet nutritional standards consistent with CDCR's DOM Section 54080;
- d. Taste test all food prior to serving it to the participants and reserve a sampling of each meal for 24 hours to determine possible food contamination;

- e. Be responsible for purchasing and properly storing food, planning and serving meals, and ensuring the culinary area meets State and local health department sanitation requirements; and
- f. Develop written procedures for dispensing and retrieving all utensils during and after meal periods.

Minimum Qualifications: Be at least 21 years of age and possess a valid California Food Handlers Card. Cooks will possess either a high school diploma or equivalent and one year of culinary work experience. Assistant Cooks will possess either a high school diploma or equivalent.

B. Recruiting, Screening and Security Clearances

The Contractor shall have written personnel policies and procedures that include but are not limited to:

1. Security Clearance Process

- a. CDCR shall ensure all current and potential Contractor staff, volunteers and any individual who will be in regular contact with the participants undergo a thorough security clearance (refer to Authorization for Security Clearance, Attachment 17), which shall include a Live Scan background check. All staff must be a minimum of 21 years of age.
- b. All Live Scan fees associated with the background check shall be borne by the Contractor.
- c. Potential staff shall complete a Live Scan at a location approved by the Department of Justice (DOJ). The results shall be submitted to CDCR by DOJ.
- d. CDCR shall review the Live Scan reports to ensure Contractor staff, volunteers and any individual who will be in regular contact with the participants meet all CDCR mandates and requirements.
- e. On a case-by-case basis, CDCR shall grant provisional clearances for hire until such time as the formal security clearance is completed. CDCR reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate security clearances.
- f. Criteria for denial or approval of security clearances include, but are not limited to, the following:
 - i. The Contractor shall not employ individuals required to register as a sex offender pursuant to PC Section 290.
 - ii. The Contractor shall not employ individuals with a conviction history involving drug trafficking in a prison/jail, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or any violations of PC Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses).

- iii. The Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation.
- iv. Contractor staff, volunteers and any individual who will be in regular contact with the participants shall not be on active parole or probation or under any structured supervision as a result of criminal conduct.
- g. Certain applicants, volunteers, and subcontractors will require management review because of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts. The DRP Chief of Community Reentry Services (CRS) or designee shall review the following ex-offenders on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with DRP participants:
 - i. Ex-offenders required to register according to H&SC Section 11590 and/or PC Section 457.1 shall (A) have completed their registration requirements, or (B) be reviewed on a case-by-case basis and approved or denied by the DRP Chief of CRS or designee.
 - ii. Ex-offenders with a conviction history involving a serious felony offense as defined by PC Section 1192.7 shall be reviewed on a case-by-case basis and approved or denied by the DRP Chief of CRS or designee.
 - iii. Ex-offenders with a conviction history involving a violent felony offense as defined by PC Section 667.5(c) shall be reviewed on a case-by-case basis and approved or denied by the DRP Chief of CRS or designee.
- h. An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any business-related administrative function shall be fully bonded to cover any potential loss to the State or the Contractor. Evidence of the bond shall be supplied to DRP prior to employment of the ex-offender.

C. Staffing Plan

The Contractor shall develop and maintain a staffing plan which addresses their ability to maintain full staffing levels of all program components, the recruitment and selection process for new hires and the ability to staff the program at the level necessary to meet contractual obligations. The staffing plan must also address contingencies for staffing shortages or other operational emergencies. The staffing plan shall identify part-time THP staff and the projected time base the THP staff will be allocated to THP.

The staffing plan shall be maintained throughout the term of this contract and updated annually, unless more frequent updates are requested by DRP. Revisions to the staffing plan shall be made whenever a change in staffing demand occurs.

The staffing plan shall be submitted at the time of bid submission and made available upon CDCR's request. The Contractor shall submit job descriptions on all staff positions upon contract award to the DRP Program Analyst. The job description must include the minimum qualifications and the tasks associated with each position.

Copies of the employment applications, resumes, and diplomas documenting work experience and/or education used to meet the requirements for each position shall be submitted to CDCR at time of contract award and as staff recruitment occurs. The staffing plan shall be in accordance with established staffing ratios and the Daily Bed Per Diem Rate Sheet (Exhibit B-1.1)

a. Waivers to the Minimum Qualifications

The Contractor shall make reasonable attempts to fill all positions with a qualified candidate(s). The Contractor may submit form Exemption Request Waiver to Minimum Qualifications (Attachment 18) to the DRP Program Analyst to hire an individual who does not meet minimum qualifications Requests for a waiver will be considered on a case-by-case basis and will be granted only temporarily (not to exceed one year) while the Contractor continues to seek a qualified individual or until the hired individual becomes qualified, whichever occurs first. A waiver of the minimum qualifications must be approved by the DRP Staff Services Manager II or designee.

D. Employment Practices

The Contractor shall develop and maintain, within fourteen (14) calendar days of the executed agreement policies related to employment practices in the areas of:

1. Work Hours and Overtime;
2. Staff Benefits (e.g., vacation, sick leave, insurance, retirement, etc.);
3. Promotions;
4. Pay Increases; and
5. Hiring and Termination Conditions.

E. Employee Performance Evaluations

All Contractor staff shall be held to standards as determined through the Contractor's Human Resource Department.

F. Staff Training

The Contractor shall ensure staff participation in training programs that clearly define the knowledge and skills necessary for the effective management of participants and the supervision of their activities specific to the THP, such as LTO responsivity training. This training may be done in collaboration with CDCR.

The Contractor shall provide documented evidence that its employees receive 40 hours of applicable orientation and training within their first year on the job and 40 hours of in-service training annually thereafter. The documented evidence shall include an individual training plan maintained for each employee that shows a chronology of the dates when the training took place and the classes taken. The training plan shall be maintained in the employee's personnel file.

The Contractor shall ensure staff availability for initial orientation and ongoing training pursuant to California laws and CDCR's rules, regulations, policies and procedures.

G. First Aid

All THP staff shall be trained in first aid and Cardio Pulmonary Resuscitation (CPR), within the first six weeks of employment and biannually thereafter. A valid certificate of completion shall be maintained in the employees' personnel files.

H. Discrimination Clause and Sexual Harassment Policy

The Contractor shall have a sexual harassment policy in compliance with State and Federal laws. The Contractor shall not discriminate against any employee or job applicant because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.

I. Nepotism Policy

The Contractor shall develop and maintain, within fourteen (14) calendar days of the executed agreement a policy on nepotism in accordance with CDCR's rules, regulations, policy and procedures that prohibits direct supervision and work performance evaluations of immediate family members. Exceptions to this policy shall require CDCR's prior written approval of a DRP Program Analyst.

J. Fraternization Policy

The Contractor shall comply with CCR, Title 15, Section 3400, Familiarity, which prohibits employees from fraternizing with participants and their families.

K. Resignations, Separations and Vacancies

The Contractor shall report in writing and submit copies to DRP of any resignation, reassignment or dismissal of the Program Director/Center Manager within two (2) calendar days and any other personnel within five (5) calendar days of separation from employment or assignment change.

All staff vacancies shall be brought to the immediate attention of the DRP Program Analyst. If any contracted employee is unable to perform assigned duties due to vacation, illness, dismissal, resignation or other factors beyond the Contractor's control, the Contractor shall ensure that experienced temporary personnel are made available within 48-hours and shall remain until the hiring process is completed. The Contractor may fill temporary vacancies internally by a temporary reassignment of existing qualified staff. Contractors shall have forty-five (45) days to fill a vacant position. A vacant position shall not be deemed vacant in the event that the Contractor is using contract staff or overtime to fulfill the duties of the position for the first forty-five (45) days. Beginning on the forty-six (46) calendar day that the position remains vacant, the Contractor shall track the date position is vacated, the days, the work hours and salaries and benefits of each vacancy and make appropriate deductions from the next monthly invoice. CDCR may assess vacant position deduction in an amount equal to the daily rate (salary and benefits) for such position per day while it remains vacant. Contractor shall not circumvent the imposition of vacant position deduction by multiple short-term or rotation of staff assignments in a position. CDCR reserves the right to execute a vacant position deduction when applicable. Withholding of payment as vacant position deduction does not relieve the Contractor of any of its obligations under the Agreement.

Assessment of vacant position deduction will not preclude CDCR from terminating this Agreement for breach as provided herein.

X. CDCR RESPONSIBILITIES

- A. DRP in conjunction with DAPO will determine eligibility for placement, targeting (but not solely limiting to) participants who are within their first year of release and have a moderate to high CSRA score and a medium to high COMPAS Reentry identified need.
- B. DAPO shall refer participants to the Contractor. Referrals shall be confirmed on an Activity Report, CDCR 1502 (Attachment 12). Final program placement must be approved by the AOR.
- C. DRP shall facilitate communication and collaboration between DRP, DAPO and the Contractor regarding participant related activities, progress on the participant's CMP, and discharge plans.
- D. DRP shall conference in person or by telephone with the Contractor as often as necessary, to review progress. The reviews shall include, but not be limited to, assisting the Contractor in implementation, problem-solving, quality assurance, performance objectives and related issues.
- E. DRP and DAPO will work collaboratively with the Contractor to ensure there are no contradictions in the CMPs in addition to ensuring services complement each other to improve the participant's success in the THP.
- F. DRP and DAPO will work collaboratively with the Contractor to allow the LTO PRNN meetings in the local geographical area to be held in the THP facility upon availability.
- G. DRP shall provide ongoing training to Contractor's staff on changes or updates to CDCR rules and regulations, policies and procedures that might impact program operations.
- H. DRP and DAPO shall provide technical assistance to the Contractor regarding program operations as needed.
- I. DRP will work with the Contractor during activation and program implementation. Each Contractor shall be assigned a DRP Program Analyst(s), whose role will include, but is not limited to: monitoring the progress of the Contractor in achieving stated goals and objectives within the timeline identified in the contract, the services being provided, participants' interaction with staff and each other and the environment of the THP.
- J. DRP shall have reviewed and approved all Contractor protocols or revisions by prior to implementation.
- K. DRP in conjunction with DAPO shall monitor and coordinate with the Contractor to identify and provide solutions to issues with referrals, capacity and other program related issues.
- L. DRP shall review, monitor, track and report program utilization on a daily basis.
- M. DRP shall review the Contractor's invoices for accuracy and reimburse for services

provided. Ensure invoices are processed within required timeframes. Expenses reimbursed by the CDCR shall be subject to PAR and will be adjusted to reflect the audited actual allowable costs incurred.

- N. DRP shall monitor contract compliance through site visits and PARs. Review written responses to Notice of Deficiency letters to determine whether the corrective actions outlined in the submitted CAP by the Contractor address the PAR finding(s). Schedule follow-up PARs to ensure compliance with Contractor submitted CAPs.
- O. The AOR shall participate in the participant's progress in development of the discharge plan for the participant through case conferences with the Contractor.
- P. DRP shall conduct a physical site visit evaluation prior to the Contractor signing the contract on a pass, pass pending improvements, or fail basis in accordance with the Physical Site Visit Evaluation (Attachment 14). The proposed facility will not be approved unless it is in compliance with all federal, state and local laws, regulations, standards, ordinances and codes.

XI. STANDARD CONSIDERATIONS

A. Extension/Expansions/Reductions

If it is determined to be in the best interest of the State, upon agreement between CDCR and the Contractor, the State may extend this Agreement for one (1) or two (2) optional year terms in accordance with the optional year rate sheets submitted at the time of bid.

CDCR reserves the right to expand the contracted services, which may include an increase in the number of participants. If the contracted services are expanded, the Contractor shall be permitted to increase staffing levels proportionately and consistently with the original Agreement. Expansions will require an amendment to the Agreement and are solely at the discretion of the CDCR.

CDCR reserves the right to reduce the contracted services, which may include a decrease in the number of participants or an adjustment in the length of treatment for each participant. If the contracted services are reduced, the Contractor shall decrease staffing levels proportionately and consistently with the original Agreement. Reductions will require an amendment to the Agreement and are solely at the discretion of the CDCR.

XII. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

A. Billing/Payment Issues

Headquarters Accounting Office
Phone No.: (916) 255-2042
Fax No.: (916) 255-5418

B. Scope of Work/Performance Issues

Division of Rehabilitative Programs
Phone No.: (916) 327-7685
Fax No.: (916) 445-4439

C. General Contract Issues

Office of Business Services
Phone No.: (916) 255-5624
Fax No.: (916) 255-6187

CITY OF OAKLAND



DAIZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 2114 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3911
FAX (510) 238-4730
TDD (510) 238-3254

July 2, 2019

Pastor LJ Jennings
pastorlj@kingdombuilderscf.org

Subject: 2321 International Blvd. (APN: 020 -0105-002-02)

Dear Pastor Jennings:

Upon audit of recent Zoning Clearances issued by the City of Oakland, it has come to staff's attention that ZC190743 was granted in error on April 4, 2019 for: "ZC for transitional housing services at 2321 Intl. Blvd. (CN-3)" at the address listed above. This property has been preliminarily identified as a Residential Hotel, as defined in Oakland Municipal Code (OMC) 17.153.020 and therefore, pursuant to OMC 17.153.060(B), a written determination by the Planning Director should first be in place in order for a zoning clearance for Transitional Housing to be issued, and staff therefore erred. The following are relevant Planning Code excerpts (with underline emphasis added) that prescribe the determination requirement and that provide a definition of Transitional Housing:

17.153.060 Exceptions to the restrictions and Conditional Use Permit requirements Upon the granting of a written determination by the Director, the following are not subject to the restrictions set forth in Section 17.153.040 nor do they require the granting of a Conditional Use Permit as set forth in Section 17.153.050; all other local, state, federal requirements set forth in other Chapters of Title 17 shall still apply; and the requirements shall still apply:

B. Any Residential Hotel that is converted to a Transitional Housing Activity, as defined in Oakland Municipal Code 17.10.116 and per State of California Government Code 65582.

17.10.116 Transitional Housing Residential Activities. Transitional Housing Residential Activities (per State of California Government Code 65582(h), as may be

amended) include housing configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six (6) months from beginning of assistance.

The purpose of the determination will be to (1) ascertain that the property has all the necessary licenses and meets all requirements to operate as Transitional Housing, and (2) that the proposal to operate as Transition Housing meets the intent of the Residential Hotel Regulations ordinance (Chapter 17.153 of the Planning Code). Until a determination is received, the property cannot operate as Transitional Housing and no building permits will be issued. We recommend you apply for a determination as soon as possible, by completing the attached form, articulating how the proposal for Transitional Housing at this location meets the two purposes described above, and paying the application fee of \$473.92. Alternately, you may cease the activity. If the determination is granted, the original zoning clearance permit will be reinstated without additional payment. If the determination is not granted or you are no longer interested in reinitiating the activity, you may request a refund of the zoning clearance fees (see attached form), since it was issued in error. Please indicate your intended course of action at your earliest convenience. Staff apologizes for any inconvenience.

Please feel free to contact Aubrey Rose, AICP, Zoning Counter Supervisor at arose@oaklandca.gov or (510) 238-2071 with questions about the permit process or Christina Ferracane, Planner III at cferracane@oaklandca.gov or (510) 238-3903 with any questions about the Residential Hotel regulations.

Sincerely,



Robert D. Merkamp
Zoning Manager

Attachments (2):

- Basic Application for Zoning Review
- Refund Request

Cc: Tim Low, Bureau of Building
Dave Harlan, Bureau of Building
Hasmukhbhai B. Patel & Rashmika Leva



A Ministry of Kingdom Builders Christian Fellowship

2321 International Blvd
Oakland, CA 94601
510.575.9881

June 15, 2020

Patricia McCoy Smith, Partner
SMITH LLP
1611 Telegraph Avenue, Suite 210,
Oakland, California 94612

Re: Oakland Dream Center 2321 International Blvd Oakland

Ms. Smith,

Please be advised that the Oakland Dream Center, since November 2012, accepts referrals from the California Department of Corrections for individuals being released from prison. Individuals are required to complete 6 months in transitional housing and then are released to return home.

All referrals of individuals have permanent addresses of family and or other relatives that they plan to live with upon completion of their 6 month required stay. No individual stays with us indefinitely and thus all have permanent addresses on file with us.

If we can be of any further assistance please do not hesitate to contact me directly,

Sincerely,



LJ Jennings
CEO

DUE UPON RECEIPT

1. ACCOUNT NUMBER: **96911** 2. PARCEL: **020 010500202**

3. Rental Location: **2317 INTERNATIONAL BLVD**
5. Mailing Address:
MITCHELL HOTEL
2321 INTERNATIONAL BLVD
OAKLAND, CA 94601-1018

Check the following box(es):
 4a. If you are making corrections on any of the pre-printed information on Lines 5-7.
 4b. If your property was sold or foreclosed:
• in 2015: complete Line 17 only or,
• in 2016: complete Lines 9-17

6. Daytime Phone Number: **OFFICE USE ONLY** Ext: 7. Contact Phone: **510-261-3807** Ext.

8. Total Number of Units per Alameda County Records (see box at right): **36**

9. **EXEMPTIONS CLAIMED FOR 2016** (Claim all that apply).
See instructions on reverse side for full explanation:

Number of Exempt Units

- a. Owner-Occupied Unit: 7
- b. Off the Rental Housing Market (attach explanation): 2
1 Wanda 4/10/16
1 EXASIZ Room
- c. Motel, Hotel or Rooming House: 24
- d. Hospital, Convent or Monastery: 0
- e. Newly-Constructed: 0
- f. Owner-Occupied Duplex or Triplex: 0

10. **TOTAL NUMBER OF EXEMPT UNITS CLAIMED** (add Lines 9a through 9f): 10. 33
You may be required to show proof of exemptions.

11. **NET CHARGEABLE UNITS:** (Deduct the total exempt units you write on Line 10 from the total units preprinted on Line 8):

- 11. 3
- 12. **FEE DUE:** Multiply Net Chargeable Units on Line 11 by \$30.00: 90.00
- 13. **PENALTY DUE:** 0
- 14. **INTEREST DUE:** 0
- 15. **PRIOR AMOUNT DUE:** 0
- 16. **TOTAL DUE:** (Add Lines 12- 15) – DO NOT mail cash: 90

IMPORTANT NOTICE
The Oakland City Council will be considering an increase to the RAP fee for the 2016 Calendar Year. If approved, a supplemental bill will be sent to you.

Please make your check payable to "City of Oakland – RAP". Do not include this payment with your business tax payment. Thank you.

17. **Was this rental property sold or the activity permanently discontinued?** *check # 2282*
To close your account, complete appropriate items and remit any applicable payment. Check Box 4b (above) and complete items a. or b. (below):
a. Rental activity was discontinued on: ___/___/___ b. Property was sold or foreclosed on: 3/19/16

I declare under penalty of perjury, that all information contained on this declaration is true and correct.

SIGNED: _____ TITLE: _____ DATE: _____

CREDIT CARD INFORMATION: Visa MasterCard Discover Expiration Date: Month Year

a. Credit Card No. - -

b. Amount Charged to Credit Card \$: _____ c. Cardholder Name: _____

IMPORTANT! Please print all credit card information clearly and completely.
Declined/ invalid credit cards may result in a delay in processing your payment.
Penalties and interest will be assessed on all late payments.

d. Signature: _____



CITY OF OAKLAND

REVENUE DIVISION
150 Frank H. Ogawa Plaza, Suite 5342
Oakland California 94612

If this is your final months return, please check here and provide the effective date (month, day, year)

in which you discontinued operation of the business location listed below. DEC 31 2016

RETURN OF TRANSIENT OCCUPANCY TAX FOR THE PERIOD ENDING: _____

- Monthly** If your previous year's gross rents* were over \$100,000 Must be completed by the hotel administrator
- Quarterly** If your previous year's gross rents* were between \$5,000 and \$99,999
- Annually** If your previous year's gross rents* were under \$5,000

Business Name: MITCHELL HOTEL

Account Number: 98132

Business Address: 2317 INTERNATIONAL BLVD

IF MONTHLY On or before the 10th day following each calendar month	IF QUARTERLY On or before the last day of the month following close of each calendar quarter	IF ANNUALLY On or before January 31 st for previous calendar year
---	--	--

1. Gross rent* for occupancy of rooms (round to nearest dollar)* \$ 20,831-00
2. Rent for occupancy by non-transient residents and/or TOT exemptions (round to nearest dollar) \$ 5210-00
3. Taxable rents (line 1 minus line 2) \$ 15,621-00
4. Tax: 14% of line 3 \$ 2186-94
5. Credit (If previously approved by this office) \$ 0
6. Net tax (line 4 minus line 5) \$ 2186-94
7. Penalty - 25% for late \$ 0
8. Interest - 1% of tax per month for late payment until paid \$ 0
9. Payment enclosed - total of lines 6 through 8 \$ 2186-94

Note: A separate return must be filed for each reporting period and each business location.

Please make check payable to: "City of Oakland - Transient Occupancy Tax"

Mail original completed return with payment to the above address and make a copy for your records. DO NOT change any of the pre-printed information on this Transient Occupancy Tax Declaration.

A payment is considered delinquent if both the payment and subsequent Transient Occupancy Return are not BOTH received on or before the due date.

I declare under penalty of perjury that to the best of my knowledge all information contained in this statement is true and correct.

Signed: Hesmith B Patel Title: OWNER Date: 1-3-2017 Check# 2353

* GROSS RENT INCLUDES THE TOTAL OF TRANSIENT PLUS RESIDENTAL (NON-TRANSIENT) INCOME.

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-17-84

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2		ANGEL DANIEL-TEL-CHAY	12.1	12.2	—	58.00	7.42	60.42
3								
4								
5								
6		DOMINGO DIAZ CORKRILL	12.1	12.2	—	58.00	7.42	60.42
7								
8								
9	✓							
10								
11								
12								
15								
16								
17	✓	KEVIN LAWRENCE GRIMES.						
18								
19								
20		JOHN STUBBS						
21								
22								
23								
24								
25								
26								
27		CARLOS PABLO CARROLL						
28								
29								
30								
31								
32								
Totals					—	106.00	14.84	120.84

0233518
 TO
 0233572

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-2-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1		DO TAM CHI	12.2	12.8	—	58.00	7.42	65.42
2	✓							
3								
4								
5								
6	✓							
7								
8								
9		ADAMS JAMES	12.2	12.8	—	53.00	7.42	60.42
10								
11								
12								
15		ADRIANA MONICA WARRNER	12.2	12.8	—	53.00	7.42	60.42
16								
17		KEVIN LAWRENCE GRIMES						
18								
19								
20		JOHN JAMES						
21								
22								
23								
24		BEL SAMUEL OSWALD	12.2	12.9	—	250.00	35.00	285.00
25								
26								
27		GREGORIO PABLO CARRILLO						
28								
29								
30								
31								
32								
Totals					—	409.00	57.26	466.26

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-3-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1	✓							
2								
3								
4								
5								
6								
7								
8								
9	✓	EDUARDO JULIAN DELGADO TORRES	12/3	12/4	-	58.00	7.42	65.42
10								
11								
12								
15	✓							
16								
17		KEVIN LAMONT BRIMAS						
18								
19								
20		JOHN TORRES						
21								
22								
23								
24		BELI SAMUEL ORSINI						
25								
26								
27		GEORGE PABLO CORRILLO						
28								
29								
30								
31								
32								
Totals								
						58.00	7.42	65.42

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-4-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total	
1									
2									
3									
4									
5									
6		CALMA PEREZ RUIBAL	12/4	12/5	—	53.00	7.42	60.42	
7									
8									
9	✓								
10									
11									
12									
15		ADAMS JAMES.	12/4	12/5	—	53.00	7.42	60.42	
16									
17		KEVIN LAMONT GRISMS							
18									
19									
20		JOHN JOHNS.							
21									
22									
23									
24		BILL SANDUZZI GRSON.							
25									
26									
27	✓								
28		ALADE LUSI JOHNSON KAYODE	12/4	12/11	—	300.00	42.00	342.00	
29									
30									
31									
32									
Totals						—	406.00	56.84	462.84

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-5-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6	✓							
7								
8								
9		ORZGO JIMENEZ MARIANA .	12.5	12.6	—	58.00	7.42	60.42
10								
11								
12								
15	✓							
16								
17	✓	KELVIN KAMANT GRIENS	12.5	12.12	250.00	—	—	250.00
18								
19								
20		JOHN TAYLORS .	12.2	12.17	700.00	—	—	700.00
21								
22								
23								
24	✓	BILL SAMUEL ORSON .						
25								
26								
27								
28		ALICE LUIE JOHNSON KAYODE .						
29								
30								
31								
32								
Totals					950.00	53.00	7.42	1010.42

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-6-18

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2		MARTIN PABLO ANTONOVIC	12-6	12-7	—	53.00	7.42	60.42
3								
4		TAM CHI	12-6	12-7	—	53.00	7.42	60.42
5								
6								
7								
8								
9	✓							
10								
11								
12								
15								
16								
17		KEVIN LAMONT GREENS						
18								
19								
20		JOHN STACOS						
21								
22								
23								
24		BILL SANDER ORSON						
25								
26								
27								
28		ALAN LUIS JOHNSON KAYODE						
29								
30								
31								
32								
Totals					—	106.00	14.84	120.84

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12.7.16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2	✓							
3								
4	✓							
5								
6								
7								
8								
9								
10								
11								
12								
15		ADAMS JAMES	12.7	12.8	—	58.00	7.42	65.42
16								
17		KEVIN LAMONT GRIMMS						
18								
19								
20		JOHN JOHNS						
21								
22								
23								
24		BILL SMOULDERSON						
25								
26		JUAN MANUEL HERRERA DE 2.000	12.7	12.8	—	53.00	7.42	60.42
27								
28	✓	ALAN LUIS JOHNSON KRYGOS						
29								
30								
31								
32								
Totals						106.00	14.84	120.84

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-8-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1		VENKUTA PENELOPA PUBLA	12-7	12-8	—	53.00	7.42	60.42
2								
3								
4								
5								
6		FRANCISCA SOLIS-VERON.	12-8	12-9	—	53.00	7.42	60.42
7								
8								
9								
10								
11								
12								
15	✓							
16								
17	✓	KEVIN KAMONT GREENS.						
18								
19								
20		JOHN JOACBS.						
21								
22								
23								
24		BILL SAMUEL DRESON						
25								
26	✓							
27								
28		ALANDE LUIS JOHNSON KRYADES.						
29								
30								
31								
32								
Totals						106.00	14.84	120.84

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-9-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1	✓							
2		Diego Francisco Armador Zuniga	12-9	12-10	—	53-00	7-12	60-12
3								
4								
5								
6	✓	Cariz Martinez Torres	12-9	12-10	—	53-00	7-12	60-12
7								
8								
9		BERNAL ANGEL R. ELIZABETH	12-9	12-10	—	50-00	7-10	57-10
10								
11								
12								
15								
16								
17		KEVIN LAWRY GRIFFINS						
18								
19								
20		KEVIN TORRES						
21								
22								
23								
24	✓	BEL SAMUEL OLSON	12-9	12-11	—	88-00	12-32	100-32
25								
26								
27								
28		ALANDE LUIS JOHNSON KAYODE						
29								
30								
31								
32								
Totals						244-00	34-16	278-16

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-10-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1		FRANKLIN JAMESON RAY.	12-10	12-11	—	53-00	7-42	60-42
2	✓							
3								
4								
5								
6	✓	GENI ZALAZ ESTEBAN	12-10	12-11	—	44-00	6-16	50-16
7								
8								
9	✓	MENDOZA MARTIAS ANTONIO	12-10	12-11	—	53-00	7-42	60-42
10								
11								
12								
15		MARTINEZ RUIZ MARTHA	12-10	12-11	—	53-00	7-42	60-42
16								
17		KEVIN LAWRENCE GRIMMS						
18								
19								
20		JOHNI STANBOS						
21								
22								
23								
24		BILL SAMUEL WASSON.						
25								
26								
27								
28		BLANCK LUIS JOHNSON KAYODAN.						
29								
30								
31								
32								
Totals					—	203-00	28-42	231-42

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-11-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1	✓							
2								
3								
4								
5								
6	✓							
7								
8								
9	✓							
10								
11								
12								
15	✓							
16								
17		KEVIN KAMONT GRIENS						
18								
19								
20		JANIN JOHNSON						
21								
22								
23								
24	✓							
25								
26								
27								
28	✓	ALANDE LUIS JOHNSON/KAYODE	12/11	12/18	—	300.00	42.00	342.00
29								
30								
31								
32								
Totals						300.00	42.00	342.00

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-12-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
15								
16								
17	✓	KEVIN LAMONT PERIENS	12-12	12-19	250.00	—	—	250.00
18								
19								
20		JONN JACOBS						
21								
22								
23								
24								
25								
26								
27								
28		ANNE LUIS THORSON RAYDE.						
29								
30								
31								
32								
Totals					250.00	—	—	250.00

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-13-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1		DEIGHAN ALYSON LOUIS	12/18	12/14	—	53.00	7.42	60.42
2								
3								
4								
5								
6		DOMINIQUE DIAZ CAROLLO	12/18	12/14	—	53.00	7.42	60.42
7								
8								
9		BERNIN JERONIMO MARTINEZ	12/18	12/14	—	53.00	7.42	60.42
10								
11								
12								
15								
16								
17		KEVIN KAMONT GRIEMIS						
18								
19								
20		JOHN JOSEPHS						
21								
22								
23								
24								
25								
26								
27								
28		ALANDE LUIS JOHNSON KR YODK.						
29								
30								
31								
32								
Totals					—	159.00	22.26	181.26

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-14-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1	✓							
2								
3								
4								
5								
6	✓	CARRAS GUILTERMO MALEDO	12/14	12/15	-	53.00	7.42	60.42
7								
8								
9	✓	VARRAS VARRAS OMAR	12/14	12/15	-	53.00	7.42	60.42
10								
11								
12								
15								
16								
17		KEVIN LAMOND RUIZ						
18								
19								
20		FINN STUBBS						
21								
22								
23								
24								
25								
26								
27								
28	✓	ANDRE LUIS JOHNSON ROYAL						
29								
30								
31								
32								
Totals						106.00	14.84	120.84

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-15-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1		RAMOS MARTIAS FRANCISCO S	12/15	12/16	—	53.00	7.42	60.42
2								
3								
4								
5								
6	✓	LING KINLE HONDA.	12/15	12/16	—	53.00	7.42	60.42
7								
8								
9	✓							
10								
11								
12								
15								
16								
17	✓	KEVIN RAMON GRIFFINS						
18								
19								
20		JOHN SOBBS.						
21								
22								
23								
24								
25								
26								
27								
28		ALANDE LUIS JOHNSON ACRYCOTE.						
29								
30								
31								
32								
Totals					—	106.00	14.84	120.84.

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-16-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1	✓	CRUZ MARTIAS TORRES	12-16	12-17	—	58.00	7.42	65.42
2								
3								
4								
5								
6	✓							
7								
8								
9								
10								
11								
12								
15								
16								
17		KEVIN KAMONT GRIMS						
18								
19								
20		JOHN STABBS						
21								
22								
23								
24								
25								
26								
27								
28		ALAN LUIS JOHNSON KAYODE						
29								
30								
31								
32								
Totals					—	58.00	7.42	65.42

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12/17/16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1	✓							
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
15		SIGNORINHY JOSE F.	12/17	12/18	—	53.00	7.42	60.42
16								
17		KEVIN LAWSON GRIENS.						
18								
19								
20		JOHN THOMAS.						
21		WACE THOMAS TURNER.	12/17	12/21	—	212.00	29.68	241.68
22								
23								
24								
25								
26								
27		ADAMS JAMES -	12/17	12/18	—	53.00	7.42	60.42
28		BLADE LUIS JOHNSON KAYODE.						
29								
30								
31								
32								
Totals						318.00	44.52	362.52

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-18-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6								
7								
8								
9		SARAH FRANCIS MOYERS	12/18	12/19	—	53.00	7.42	60.42
10								
11								
12								
15	✓							
16								
17		KENNETH LAWRENCE GRIBBONS						
18								
19								
20		JOHN JAGGERS						
21		WALTER THOMAS JAMES						
22								
23								
24								
25								
26								
27	✓							
28	✓	ALANDE LUIS JOHNSON KRYDE	12/18	12/25	—	300.00	42.00	342.00
29								
30								
31								
32								
Totals						353.00	49.42	402.42

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-19-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6								
7								
8								
9	✓							
10								
11								
12								
15								
16								
17	✓	KEVIN KAMONT GRIFFINS	12-19	12-26	250.00	—	—	250.00
18								
19								
20		JOHN STRAUBS						
21	✓	WATTE THOMAS JAMES						
22								
23								
24								
25								
26								
27								
28		ALANDE LUIS JOHNSON KOPYROE						
29								
30								
31								
32								
Totals					250.00	—	—	250.00

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12/20/16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1		Mendoza Pablo Basilio	12/20	12/21	—	53.00	7.42	60.42
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
15								
16								
17		KEVIN LAMONT GRIFFINS						
18								
19								
20		JOHN JARVIS						
21		WYLLIE THOMAS JAMES						
22								
23								
24		DEL TORO ANDRATO ARTURO	12/20	12/21	—	53.00	7.42	60.42
25								
26								
27								
28		ALANDE LUIS JOHNSON MAYODE						
29								
30								
31								
32								
Totals						106.00	14.84	120.84

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-21-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1	✓							
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
15								
16								
17		KEVIN LAMONT BRIENS						
18								
19								
20		JAMON JIMMBS						
21	✓	SANDRA MARIE MALT	12-21	12-22	—	53.00	7.42	60.42
22								
23								
24	✓							
25								
26								
27								
28		ALANDE LUIS JOHNSON KAYAKA						
29								
30								
31								
32								
Totals					—	53.00	7.42	60.42

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12/22/16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6								
7								
8								
9		MARTIN LEROUX CRUMP	12/22	12/23	-	53.00	7.42	60.42
10								
11								
12								
15								
16								
17	✓	KEVIN LAMONT BRIDGES						
18								
19								
20		JOHN STRUBS						
21	✓							
22								
23								
24								
25								
26								
27								
28		ALANDE LUIS JOHNSON KAYODE						
29								
30								
31								
32								
Totals					-	53.00	7.42	60.42

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-23-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6		BEARRA MIRA ENRIQUET	12-23	12-24	—	53-00	7.42	60.42
7								
8								
9	✓	ORALENE CESTINA NINBOFE	12-23	12-24	—	53-00	7.42	60.42
10								
11								
12								
15								
16								
17		KEVIN JAMON GRIENS						
18								
19								
20		JOHN JOGGS						
21								
22								
23								
24		CHEFON ANDREJE YANHA	12-23	12-30	—	250.00	35.00	285.00
25								
26								
27								
28		ALONDE LUIS THOMPSON KAYODE						
29								
30								
31								
32								
Totals						356.00	49.84	405.84

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-24-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6	✓	BANUETOS DANIEL GONZA.	12/24	12/25	—	53.00	7.42	60.42
7								
8								
9	✓							
10								
11								
12								
15								
16								
17		KEVIN LAMONT GRIFFINS						
18								
19								
20		JOHN JOHNS						
21								
22								
23								
24		CHEFFON ANDREW YAHYA.						
25								
26								
27		DIAN FERNANDA RODRIGUEZ JUAN	12/24	12/25	—	53.00	7.42	60.42
28		ALMOE LUIS JOHNSON ROYALDE						
29								
30								
31								
32								
Totals								
						106.00	14.84	120.84

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-25-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6	✓							
7								
8								
9								
10								
11								
12								
15								
16								
17		KEVIN RAMON GRIFFINS						
18								
19								
20		JOHN JOHNS						
21								
22								
23								
24		CHEEPOD BOLDWINE YOHYR						
25								
26								
27	✓							
28	✓							
29								
30								
31								
32								
Totals					1	1	1	1

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-26-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
15								
16								
17	✓	KEVIN LAMONT GRISMS.	12/26	1-2-17	250.00	—	—	250.00
18								
19								
20		JOHN JOHNS.						
21								
22								
23								
24		CHEFFON ANDREW YAMPA.						
25								
26								
27								
28								
29								
30								
31								
32								
Totals					250.00	—	—	250.00

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-27-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
15								
16								
17		ARVIN KAMRAT BRILMS,						
18								
19								
20		JOHN TORRES,						
21		DAVID FRANKEL STOKER,	12-27	12-28	—	53-00	7.42	60.42.
22								
23								
24	✓	CHEFFON BONDWISSE YAHYA						
25								
26								
27								
28								
29								
30								
31								
32								
Totals					—	53-00	7.42	60.42

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-28-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1		THOMAS WOLSH MICHAEL KENNETH	12-28	12-29	—	58.00	7.42	60.42
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
15								
16								
17		KEVIN ARMONY GOJEMTS						
18								
19								
20		JOHN JARLABS						
21	✓							
22								
23								
24		CHEFFON RONDWELF YAKHYA						
25								
26								
27								
28								
29								
30								
31								
32								
Totals					—	53.00	7.42	60.42

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-29-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total	
1	✓								
2		VEN TURA MEMORZIO PRIBLA -	12.29	12.30	—	53.00	7.42	60.42	
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
15									
16									
17	✓	KEVIN HARWOOD GRIEMDS							
18									
19									
20		JOHN T RICHES							
21									
22									
23									
24		CHEFEON ANDOULE YAHYA							
25									
26									
27		DIERS FRANCIS ARTHUR JORN	12.29	12.30	—	53.00	7.42	60.42	
28									
29									
30									
31									
32									
Totals						—	106.00	14.84	120.84.

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12.30.16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2	✓							
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
15								
16								
17		KEVIN KAMRINY						
18		PREMIS.						
19								
20		JOHN JOHNS						
21								
22								
23								
24	✓							
25								
26								
27	✓							
28								
29								
30								
31								
32								
Totals					—	—	—	—

Mitchell Hotel
 2321 International Blvd.
 Oakland, CA 94601

Date 12-31-16

Room #	Clean	Name	Chk-in	Chk-out	Non-Transit	Transit	Tax	Total
1								
2								
3								
4								
5		DETTI2 RAMMANS2 FRYIDE	12/31	1-1-17	-	53.00	7.42	60.42
6								
7								
8								
9								
10								
11								
12								
15								
16								
17		KEVIN KAMMONT GRIEM'S						
18								
19								
20								
21		JOHN ZALOGS						
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
Totals					-	53.00	7.42	60.42

NON TRANSIAN - 250.00
 +
 674 - TRANSIAN - 727.00
 53
 + 977.00
 TOT. TAX 101.78

 total. 1078.78

WEEK	NONTRANSIAN	TRANSIAN	TOTAL.	TOT. TAX	TOTAL
1	950.00	1345.00	2295.00	188.30	2483.30
2	250.00	1118.00	1368.00	156.52	1524.52
3	250.00	936.00	1186.00	131.04	1317.04
4	250.00	727.00	977.00	101.78	1078.78
	1700.00	4126.00	5826.00	577.64	6403.64

MONTH	NONTRANSIAN	TRANSIAN	TOTAL.	TOT. TAX	TOTAL.
OCTOBER	1950.00	6436.00	8386.00	901.04	9287.04
NOVEMBER	1560.00	5059.00	6619.00	708.26	7327.26
DECEMBER	1700.00	4126.00	5826.00	577.64	6403.64
	5210.00	15621.00	20831.00	2186.94	23017.94



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Department of Planning, Building and

Neighborhood Preservation

www.oaklandnet.com

(510) 238-6402

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TDD:(510) 238-3254

CITY OF OAKLAND

ANNUAL HOTEL / MOTEL and ROOMING HOUSE INSPECTION PROGRAM

Business Name: Michael Hotel Address: 2321 International Bl
 Phone Number: 510.261.3807 Operator's Name: PATEL HASMUKHBHAI
 Type of Occupancy: Hotel Number of long term Residential Units (2) Number of rooms 36
 Owner/Manager Name: Same Phone # () Same
 Owner/ Manager Address: Same

REGISTRATION REQUIREMENTS:

Registration Practices (each violation equals \$200 fine)	Code Section	In Compliance	Violation
1. City guest register form or approved computer system	5.34.030	<input checked="" type="checkbox"/>	
2. Registration for all occupied rooms	5.34.030	<input checked="" type="checkbox"/>	
3. Registration form completed	5.34.030	<input checked="" type="checkbox"/>	

Violations Noted (Keep copy of registration form):

Number of Registration Forms in Violation =

COMMON AREAS & EXTERIOR OF PROPERTY:

Common Areas	Code Section	In Compliance	Violation
4. Registration Area/Lobby	8.01.110	<input checked="" type="checkbox"/>	
5. Elevators (24 hr. access as of 1/1/2000)	8.03.110	<input checked="" type="checkbox"/>	
6. Hallways/ Public Space	8.03.110	<input checked="" type="checkbox"/>	
7. Shared Bathroom Facilities	8.03.090	<input checked="" type="checkbox"/>	
8. Windows and Glass	8.03.100	<input checked="" type="checkbox"/>	
9. Exterior Lighting	8.03.100	<input checked="" type="checkbox"/>	
10. Planting	8.24	<input checked="" type="checkbox"/>	
11. Landscaping	8.03.100	<input checked="" type="checkbox"/>	
12. Direction Signs	8.03.100	<input checked="" type="checkbox"/>	
13. Exterior Trash / Garbage Storage	8.03.100	<input checked="" type="checkbox"/>	
14. Graffiti Removal	8.03.120	<input checked="" type="checkbox"/>	
15. Litter Removal	8.03.120	<input checked="" type="checkbox"/>	

Violation Noted:

*No violation, rear wheel stairway does not meet minimums headroom.
#1, #4, #8, #29, #31, #21, #19, #15 (Expt total)*

At the time of inspection, items marked were in violation and MUST be corrected immediately.

A re-inspection will occur ___ days.

Occupied Rooms (list all):	Unoccupied Rooms (list all):	Units Inspected:
----------------------------	------------------------------	------------------

ROOMS INSPECTED (identity #) Violation is identified by "X"	Code Section	Unit Number	Clean	Repair	Replace	Provide	COMMENTS
16. Posting of Room Rates	8.03.050						
17. Posting of CC Phones Numbers	8.03.050						
18. Posting of Telephone Rates	8.03.090						
19. 24hr Emergency Phone Access	8.03.090						
20. Dead Bolt Locks	8.03.070						
21. Viewports	8.03.070						
22. Connecting Door Locks	8.03.070						
23. Window Locks	8.03.070						
24. Exit Door	8.03.070						
25. Room Light Switch	8.03.090						
26. Mattress Condition / Cleanliness	8.03.080						
27. Linen Condition / Cleanliness	8.03.080						
28. Carpet Condition / Cleanliness	8.03.080						
29. Floor Condition / Cleanliness	8.03.080						
30. Wall Condition / Cleanliness	8.03.080						
31. Privacy Coverings	8.03.090						
32. Window Coverings Conditions	8.03.080						
33. Electrical	8.03.080						
34. Furniture Condition	8.03.080						
35. Clothes Storage	8.03.090						
36. Mold / Mildew	8.03.080						
37. Vector Control	8.03.080						
38. Bathroom Condition / Cleanliness	8.03.080						
39. Bathroom Fixtures	8.03.080						
40. Plumbing	15.04						
41. Hot/Cold Water	8.03.090						
42. Water Leakage / Water Stains	8.03.080						

Total Violations						
-------------------------	--	--	--	--	--	--

Based on the above violations, room rental is prohibited until violations are abated (check if appropriate)

Violations Noted:
Rooms inspected: in Compliance

INSPECTED BY Hugo Barron
HOTEL / MOTEL OPERATOR Hosmuth B Patel

DATE 11-29-16
DATE 11-29-16

CITY OF OAKLAND
DEPARTMENT OF PLANNING, BUILDING
& NEIGHBORHOOD PRESERVATION



HUGO BARRON
SPECIALTY/COMBINATION INSPECTOR
BUILDING SERVICES DIVISION

(510) 238-6612
Fax 238-2959
Tdd 238-3254

email: hbarron@oaklandnet.com

250 FRANK H. OGAWA PLAZA, SUITE 2340, OAKLAND, CA 94612



Attachment 8



CITY OF OAKLAND
BUREAU OF PLANNING - ZONING DIVISION
250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612-2031
Phone: 510-238-3911 Fax: 510-238-4730

Landis Graden
Dutra Cerro Graden
7600 Dublin Blvd. Ste 275
Dublin, CA 94568

October 10, 2017

Determination Letter # DET170106

Re: 2321 International Boulevard; 2317 International Boulevard (Legal Address)
Oakland, CA 94601
(APN: 020 010500202)

Dear Landis Graden,

Following is the zoning verification letter you requested:

What is the current zoning of this property?

- The property at 2321 International Boulevard is located within the Neighborhood Commercial - 3 Zone (CN-3). The intent of the CN-3 Zone is to create, improve, and enhance areas neighborhood commercial centers that have a compact, vibrant pedestrian environment. More information on the CN-3 Zone can be found in chapter 17.33, page 186, <http://www2.oaklandnet.com/oakca1/groups/ceda/documents/report/oak061640.pdf>.

Is Transitional Housing allowed at 2321 International Boulevard?

- Table 17.33.01 of the Oakland Municipal Code lists Transitional Housing as permitted in the CN-3 Zone subject to Section 17.33.02 (L3) which states as follow: Ground floor construction of new Residential Facilities is only permitted on interior lots and requires the granting of a Conditional Use Permit (see Chapter 17.134 for the CUP process).

In the case of damage or destruction, rebuild requirements are as follow:

- If the facility was constructed under valid building permits, but does not comply with current Zoning or General Plan requirements, it is considered a legal nonconforming facility. If the facility is damaged or destroyed to the extent of less than 75% of its replacement value (as estimated by the Building Inspector), it may be restored to its prior condition and occupancy (with any required permits). If the facility is damaged or destroyed to the extent of more than 75% of its replacement value (as estimated by the Building Inspector), any reconstruction or use of the facility would need to comply with current Zoning and General Plan requirements*.

**Nonconforming residential facilities which are damaged or destroyed to the extent of not more than seventy-five (75) percent may be restored to their prior condition. If such damage or destruction exceeds seventy-five (75) percent, the facilities may thereafter be restored to their prior condition provided all of the following conditions are met:*

1. *That documentation is provided which substantiates that such damage or destruction occurred involuntarily with respect to the owner of said facility or unit(s);*
 2. *That no expansion in the number of living units occurs;*
 3. *That plans for the proposal are approved pursuant to the design review procedure in Chapter 17.136 of the Oakland Planning Code; and*
 4. *That a building permit is sought and obtained no later than two (2) years after the date of the facility's damage or destruction; the facility is repaired or replaced in compliance with the building code; and construction pursuant thereto is diligently pursued to completion.*
- If all of the preceding requirements are not met, the replacement or restoration of such facilities may only be permitted upon the granting of a conditional use permit pursuant to the conditional use permit procedure in Chapter 17.134 Oakland Planning Code.*

Please feel free to contact me with any further questions you may have.

Sincerely,



Marilu Garcia

Planner I

Mgarcia2@oaklandnet.com

(510) 238-5217

Attachment: CN-3 Zone

Attachment 9

Applications for which no permit is issued within 180 days shall expire by limitation.
No refund more than 180 days after expiration or final.

2317 INTERNATIONAL BLVD

2317 INTERNATIONAL BLVD



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA ▪ 2ND FLOOR ▪ OAKLAND, CA 94612

Planning and Building Department
www.oaklandnet.com

PH: 510-238-3891
FAX: 510-238-2263
TDD: 510-238-3254

Permit No: ZC170666 **Zoning Clearance:** **Filed Date:** 3/16/2017
Job Site: 2317 INTERNATIONAL BLVD **Schedule Inspection by calling:** 510-238-3444
Parcel No: 020 010500202
District:
Project Description: *VOID by ABR/NOT REQUIRED FOR RENTALPROPERTY*

to establish an existing three-story residential vacant hotel into 36 (room) rooming house permitted activity in CN-3 zone.

Related Permits:

	<u>Name</u>	<u>Applicant</u>	<u>Address</u>	<u>Phone</u>	<u>License #</u>
Owner:	PATEL HASMUKHBHAI B & LEVA RASHMIKA		2321 INTERNATIONAL BLVD OAKLAND, CA		

TOTAL FEES TO BE PAID AT FILING: \$0.00

Intake By _____

Date _____

 A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)

[View notice](#)

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Go To  Summary Record Activities (0) Activity Summary (2) Address (1) App Specific Info ASIT (1) Assess Fee History (6) Calendar Classic Reports Comments (0)

File Date: [03/16/2017](#)

Application Status: [Void](#)

Application Detail: [Detail](#)

Application Type: [Zoning Clearance](#)

Address: [2317 INTERNATIONAL BLVD](#)

Owner Name: [PATEL HASMUKHBHAI B & LEVA RASHMIKA](#)

Owner Address: [2321 INTERNATIONAL BLVD, OAKLAND, CA 946011018](#)

Application Name:

Parcel No: [020 010500202](#)

Description of Work: [*VOID by ABR/NOT REQUIRED FOR RENTALPROPERTY* to establish an existing three-story residential vacant hotel into 36 \(room\) rooming house permitted activity in CN-3 zone.](#)

Contact Info:	Name	Organization Name	Contact Type	Relationship	Address	Status	Contact Start Date
	Ana Siu		Applicant		7 Commodor Dr #...	Active	03/16/2017

Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$0.00](#)

Total Fee Invoiced: [\\$0.00](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Application Intake		Ready for Pa...	03/16/2017	Jason Madani
	Closure		Paid and App...	03/16/2017	Jason Madani

Condition Status:	Name	Short Comments	Status	Apply Date	Severity	Action By
	SRO Moratorium		Applied	05/15/2018		
	SRO		Applied	05/31/2019	Notice	Annie He
	Special paving restora...		Applied	08/13/2019	Notice	

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Conditions of Approval (0)

Group	Type	Condition Name	Status	Status Date	Severity	Applied Date	Effective Date	Expiration Date	Short Comments	Applied by Dept	Applied by User	Action by Dept	Action by User	Object Name	Object Value	Long Comments
PLANNING	Zoning Is...	SRO	Applied	05/31/2019	Notice	05/31/2019	05/31/2019			Building ...	Annie He	Building ...	Annie He	Parcel	020 01050...	9/30/19Per...
PARCEL	Parcel Co...	Special p...	Applied	08/13/2019	Notice	08/13/2019	08/13/2019			Building	Joanna Chan	Departmen...		Parcel	020 01050...	Roadway ex...

Help Data Language English (US)

Parcel

020 010500202

Status

Applied

Applied Date

05/31/2019

Short Comments

Action by Dept

Building Management

Type

Zoning Issues

Status Date

05/31/2019

Effective Date

05/31/2019

Applied by Dept

Building Management

Action by User

Annie He

Condition Name

SRO

Severity

Notice

Expiration Date

Applied by User

Annie He

Long Comments

9/30/19Per Christina Ferracane - Customer is coming in to provide documentation ok to remove hole but keep notice on property. dir

Per Christina Ferracane

per City Attorney's Office, as part of rescission process for incorrectly issued zoning clearance permit (ZC190743) at this preliminarily identified Residential Hotel.

Resolution Action

Priority

Include in Condition Notice

Condition Name

Short Comments

Public Display Message

ON Hold

Condition Status Type

Applied

Display Notice

Accela Automation

ACA

ACA Fee Estimate Page



A notice was added to this record on 2019-08-13.
 Condition: Severity: Notice
 Total conditions: 2 (Notice: 2)

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Summary

Record

Activities (0)

Activity Summary (2)

Address (1)

App Specific Info

ASIT (1)

Assess Fee History (2)

Calendar

Classic Reports

File Date: [04/04/2019](#)

Application Status: [Approved](#)

Application Detail: [Detail](#)

Application Type: [Zoning Clearance](#)

Address: [2321 International BLVD](#)

Owner Name: [PATEL HASMUKHBHAI B & LEVA RASHMIKA](#)

Owner Address: [2321 INTERNATIONAL BLVD, OAKLAND, CA 946011018](#)

Application Name: [ZC for transitional housing services at 2321 Intl. Blvd. \(CN-3\)](#)

Parcel No: [020 010500202](#)

Description of Work: [Update 7/3/2019 - RESCISSION letter issued \(see Documents\) ZC for transitional housing services at 2321 Intl. Blvd. \(CN-3\)](#)

Contact Info:	Name	Organization Name	Contact Type	Relationship	Address	Status
	LJ Jennings	Kingdom Builder...	Applicant		2321 Internatio...	Active

Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$56.23](#)

Total Fee Invoiced: [\\$56.23](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Application Intake		Ready for Pa...	04/04/2019	Daniel Findley
	Closure		Paid and App...	04/04/2019	Daniel Findley

CITY OF OAKLAND



DAIZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 2114 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3911
FAX (510) 238-4730
TDD (510) 238-3254

July 2, 2019

Pastor LJ Jennings
pastorlj@kingdombuilderscf.org

Subject: 2321 International Blvd. (APN: 020 -0105-002-02)

Dear Pastor Jennings:

Upon audit of recent Zoning Clearances issued by the City of Oakland, it has come to staff's attention that ZC190743 was granted in error on April 4, 2019 for: "ZC for transitional housing services at 2321 Intl. Blvd. (CN-3)" at the address listed above. This property has been preliminarily identified as a Residential Hotel, as defined in Oakland Municipal Code (OMC) 17.153.020 and therefore, pursuant to OMC 17.153.060(B), a written determination by the Planning Director should first be in place in order for a zoning clearance for Transitional Housing to be issued, and staff therefore erred. The following are relevant Planning Code excerpts (with underline emphasis added) that prescribe the determination requirement and that provide a definition of Transitional Housing:

17.153.060 Exceptions to the restrictions and Conditional Use Permit requirements Upon the granting of a written determination by the Director, the following are not subject to the restrictions set forth in Section 17.153.040 nor do they require the granting of a Conditional Use Permit as set forth in Section 17.153.050; all other local, state, federal requirements set forth in other Chapters of Title 17 shall still apply; and the requirements shall still apply:

B. Any Residential Hotel that is converted to a Transitional Housing Activity, as defined in Oakland Municipal Code 17.10.116 and per State of California Government Code 65582.

17.10.116 Transitional Housing Residential Activities. Transitional Housing Residential Activities (per State of California Government Code 65582(h), as may be

amended) include housing configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six (6) months from beginning of assistance.

The purpose of the determination will be to (1) ascertain that the property has all the necessary licenses and meets all requirements to operate as Transitional Housing, and (2) that the proposal to operate as Transition Housing meets the intent of the Residential Hotel Regulations ordinance (Chapter 17.153 of the Planning Code). Until a determination is received, the property cannot operate as Transitional Housing and no building permits will be issued. We recommend you apply for a determination as soon as possible, by completing the attached form, articulating how the proposal for Transitional Housing at this location meets the two purposes described above, and paying the application fee of \$473.92. Alternately, you may cease the activity. If the determination is granted, the original zoning clearance permit will be reinstated without additional payment. If the determination is not granted or you are no longer interested in reinitiating the activity, you may request a refund of the zoning clearance fees (see attached form), since it was issued in error. Please indicate your intended course of action at your earliest convenience. Staff apologizes for any inconvenience.

Please feel free to contact Aubrey Rose, AICP, Zoning Counter Supervisor at arose@oaklandca.gov or (510) 238-2071 with questions about the permit process or Christina Ferracane, Planner III at cferracane@oaklandca.gov or (510) 238-3903 with any questions about the Residential Hotel regulations.

Sincerely,



Robert D. Merkamp
Zoning Manager

Attachments (2):

- Basic Application for Zoning Review
- Refund Request

Cc: Tim Low, Bureau of Building
Dave Harlan, Bureau of Building
Hasmukhbhai B. Patel & Rashmika Leva

Attachment 10

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER C5607635
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
CONTRACTOR'S NAME KINGDOM BUILDERS CHRISTIAN FELLOWSHIP MINISTRIES, INC.
- The term of this Agreement is: **Upon Approval through June 30, 2020**
- The maximum amount of this Agreement is: **\$3,453,350.00**
Three Million, Four Hundred Fifty-Three Thousand, Three Hundred Fifty Dollars and Zero Cents

- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	43 pages
Exhibit A-1 – HIV Precaution	4 pages
Exhibit A-2 – Definitions for Transitional Housing Program	3 pages
Exhibit A-3 – Transitional Housing Program Location	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1.1 – Daily Bed Per Diem Rate Sheet	1 page
Exhibit B-2 – Daily Bed Per Diem Rate Sheet Summary	1 page
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D - Special Terms and Conditions	20 pages
Exhibit E – HIPAA Business Associates Agreement	15 pages
Exhibit F – Prison Rape Elimination Policy-Volunteer/Contractor Information Sheet	2 pages
Exhibit G – Automated Reentry Management System (ARMS) Data Sharing Security Agreement	12 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.cdpr.ca.gov/Programs/OPA/Pages/NR17-0001.aspx>
 IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <div style="border: 2px solid black; padding: 10px; display: inline-block;"> APPROVED NOV - 7 2017 </div>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Kingdom Builders Christian Fellowship Ministries, Inc.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/2/17	
PRINTED NAME AND TITLE OF PERSON SIGNING L. J. JENNINGS, President		
ADDRESS 7272 MacArthur Boulevard, Oakland, CA 94605		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/2/17	
PRINTED NAME AND TITLE OF PERSON SIGNING BEDETH VICTORIOSO, Chief, Service Contracts Section		
ADDRESS 9838 Old Placerville Road, Suite B2, Sacramento, CA 95827		

Exempt per:

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
-------------------------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Kingdom Builders Christian Fellowship Ministries, Inc.		2. FEDERAL I.D. NUMBER [REDACTED]
3. AGENCY TRANSMITTING AGREEMENT California Department of Corrections and Rehabilitation	4. DIVISION, BUREAU, OR OTHER UNIT Division of Rehabilitative Programs	5. AGENCY BILLING CODE 16731
6a. CONTRACT ANALYST NAME Rosalind Scott	6b. EMAIL rosalind.scott@cdcr.ca.gov	6c. PHONE NUMBER (916) 255-6138

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)
 PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____

8. BRIEF DESCRIPTION OF SERVICES
 Transitional Housing Program (THP) - Site Location 3 - Alameda County

9. AGREEMENT OUTLINE (Include reason for Agreement; Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

This Agreement is necessary to provide transitional housing program services to assist parolees with life skills and successful reintegration back into the community. The THP is a residential program that will provide housing, meals, support services and resources, programming, and supervision in a safe, clean, drug-free environment. The THP focuses on a compilation of services that address each individual participant's needs.

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ of _____ %
 Reimbursement / Revenue
 Other (Explain) Monthly In Arrears.

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	5225-008-0001	17/18	14	2017	\$840,000.00
General Fund	5225-008-0001	18/19	Pending	2018	\$1,295,750.00
General Fund	5225-008-0001	19/20	Pending	2019	\$1,317,600.00

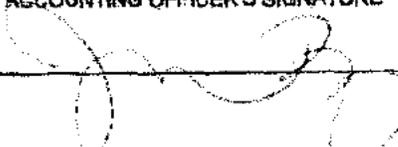
OBJECT CODE
 G/L Account: 9032641800 / Cost Center: 0651100000 / Functional Area: 3105020

AGREEMENT TOTAL	\$3,453,350.00
-----------------	-----------------------

OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$840,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE \$840,000.00

ACCOUNTING OFFICER'S SIGNATURE 	ACCOUNTING OFFICER'S NAME (Print or Type) Jessica Fernandez	DATE SIGNED 10/19/17
--	--	-------------------------

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
--	-------------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	Upon Approval	06/30/2020	\$3,453,350.00	BID
Amendment 1				
Amendment 2				
TOTAL			\$3,453,350.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

On July 6, 2017, the service solicitation was advertised on FiScal. Thirty-three (33) potential bidders viewed and downloaded the bid package and one (1) bid was received for this site location. Kingdom Builders Christian Fellowship Ministries, Inc. was awarded the bid in the Average Per Diem Rate of \$71.00.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER. EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

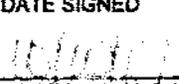
The rate that has been agreed upon is determined to be fair and reasonable based on average historical costs of similar services.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a) The State Personnel Board has been so notified
 Contracting out is justified based on Government Code 19130(b) When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1)

AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Bedeth Victorioso	DATE SIGNED 
---	--	--

18. FOR AGREEMENTS IN EXCESS OF \$5,000 Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.107? No Yes N/A

20. FOR CONSULTING AGREEMENTS Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses No Yes N/A
 B. STD 204 Vendor Data Record No Yes N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED
 No Yes N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
 No Yes
 SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement

Refer to CDCR 1818-Exempt per CCR, Title 15, Article 8 Section 3475(a)(3) dated June 30, 2017.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Rosalind Scott, Associate Contract Analyst	DATE SIGNED Oct 5, 2017
---	--	----------------------------

AGREEMENT NUMBER C5607635	AMENDMENT NUMBER
--	-------------------------

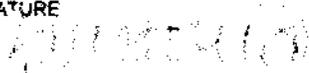
JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

GC § 19130(b)(3): The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

This contract requires residential programming, meals, support services, community resources and supervision in a safe, clean, drug-free environment. The Contractor is required to assist the parolee population in reintegrating back into the community by providing life skills training, job preparation, family reunification, anger and stress management, substance abuse education and victim awareness. In order to reduce recidivism, the services within this contract require expert knowledge, experience and ability which are not available through the civil service system. Due to the highly specialized nature of this contract, the services are not available within civil service.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE (Print or Type) Bedeth Victorioso, Section Chief	DATE SIGNED 10/11/17
PHONE NUMBER (916) 255-6147	STREET ADDRESS 9838 Old Placerville Road, Suite B-2	
EMAIL bedeth.victorioso@cdcr.ca.gov	CITY Sacramento	STATE ZIP CA 95827