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Community Development
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IN REPLY REFER TO:

March 24, 2022

Via Electronic Mail *van Deursen, Anky* <Anky.vanDeursen@mountainview.gov>
Original Via First Class Mail

Mountain View Staff
City of Mountain View
500 Castro Street
Mountain View, CA 94041

Re: MOU'S SHOULD BE ENCOURAGED: SUCCESSFUL MOUs ARE SHAPED BY RESIDENT PREFERENCE FOR LONG TERM STABILITY. SENIORS SHOULD HAVE A "SAY" IN AVOIDING THE GNAWING ANXIETY POSED BY AN UNCERTAIN FUTURE.

Dear Honorable Mountain View Staff:

I represent the owners of the Sunset Mobile Estates community in your city, as I indicated at the last Staff meeting. I wanted to follow up with more detail for your consideration. Please note the following points.

1. The Ordinance May Implement Consistent Regulations. But the Ordinance Is Not a License for Staff to Legislate Terms at Odds with Express Terms of the Law.

The Ordinance does not contemplate a single city-wide MOU. That would deprive residents of the intent to give them a "say" in their future. The resident support for an accord is defined as 80% of "... **mobile homes in a mobile home park** ...". The RSO focuses on the **park**.

The RSO does not mandate a one dimensional consensus—instead, it allows parks to decide for themselves. One MOU would extinguish intended empowerment. One consensus ignores the wide variety of mobilehome housing. The RSO does not intend to silence resident voices. Just the opposite.

"All mobile homes spaces and mobile homes in a mobile home park that are subject to an accord that has been approved by the city council and at least eighty (80) percent of the residents in a mobile home park shall be temporarily exempt from the provisions of this chapter while the accord is in effect."

Ch. 46 [Mobile Home Rent Stabilization], §4 [Exemptions] (d.)

Unless 80+% of a park agrees, the city has nothing to evaluate. The only condition for approval of "an accord" is if 80+% of residents agree, and then seek council approval ("... an

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accord that has been approved by the city council and at least eighty (80) percent of the residents in a mobile home park..”). The RSO refers to “an accord” approved by “80%”: that refers to park population, not city population.

Residents of each park should be given the chance to make a deal with their own owners, as the RSO intends. That means there is a possibility of “an accord” approved by 80% of park residents. One accord “template” would serve no one, and fail to meaningfully serve the residents who want a voice in their future—who may wish to avoid the anxiety of annual unknown increases, park closures, and other surprises.

2. It Is Premature for the City to Decide “An Accord” until Residents Have Approved it for Their Park and Submitted It.

The only fair interpretation of the Ordinance is that it encompasses “an accord” which residents can vote on, and adopt or reject. The Ordinance does not impress any particular terms. The Ordinance does not allow for a dictation of what is best for residents. A city cannot know unless the residents formulate their own deal and support it.

Should residents be deprived of this power, flexibility and freedom to shape their own future? Why would the City lock-down the residents and deny them the right to bargain for terms THEY desire? Deciding accord terms and conditions is the stated province of the individual park residents. Not Staff. Not the city.

The residents should not be silenced for sake of city convenience. Individual collaborative effort is empowerment. Only residents can say an MOU better serves them. And it violates the residents’ rights to usurp their power to bargain. The Ordinance would be misconstrued by sapping a resident voice.

Incorporating flexibility to meet needs of individual resident groups and associations. Assuming and despite direction to Staff, that direction can be taken and understood as encompassing an acknowledgment that certain terms must be allowed in order to breathe life into the MOU resolutions. Residents should be authorized, by 80+%, to decide and modify terms to suit them as they see fit.

3. Residents Know Best What Is Right for Them in Their Parks, Not the City. Note the Ordinance Expressly Contemplates Approval of “An Accord,” Not *the* Accord.

For example, senior citizen residents may wish to feature terms and conditions which differ from the “all age” community. Seniors may want quiet time in a rec hall; families may want a new playground. Only the residents know. They Staff cannot say what makes resident happier. The park is home, their investment, their right to choose.

Flexibility: The “One size fits all” MOU is a lockstep that disables residents and owners from making changes. Residents and owners should be able to insert new terms and changes

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from time to time.

4. The Ordinance Provides Residents with Right to Bargain. The RSO does not promote resident disenfranchisement. Residents are granted the power to seek “an accord” as they see fit. The residents have not ceded that power to the City. We celebrate the right to bargain and decide custom-tailored terms of tenancy with “an accord.” Each park is different and the residents should be allowed to work with their owners for their own peace and welfare.

If a proposed MOU deal is better than the Ordinance, the residents will vote for it. If a proposed accord is *not deemed to be* better, residents will reject it. *It is the free choice of the resident.*

For example, the park owner may commit to keeping a park open, and not closing or converting a park during the time of the accord. A park owner has a legal right to close and go out of business. Civil Code §798.56. Remaining open is not a term the city can require. But it is in the giving up of various management rights that lay the foundation for a successful accord.

Only the residents can decide. Hopes and dreams might be squelched if residents were denied the chance to seek their best deal. No one can or should decide what’s best. No one can second guess the residents. What’s best is a decision only they can make.

The Sunset MOU: One particular accord is the product of collaborative effort, stakeholder communication and consultation. For a considerable time, the management of Sunset Estates has collaborated with the residents to develop an MOU, in the form of a Supplemental Lease addendum (MOU). A copy is attached.

The Sunset MOU is designed for seniors in mind—retirement minded seniors who may desire to be out of the fray of annual anxiety of rent increases and hearings. But not an accord for residents in a park across town, not for a park inhabited by families. Such an accord may not make sense for any other park, yet it may (or may not) be best-suited to the long term interests of the residents in Sunset Estates. Of course, that decision will soon be for the residents to make. Much effort has already been invested to make the Sunset accord a program suited to the retired seniors to ensure peace and quiet for many years—the kind of peace that would resonate with me for my remaining years as a 71 year old.

Let’s be clear: The issue here is not the consideration of terms. The issue is the extent to which the residents have a say in their futures—the ability to control their future. Entrusting the stakeholders to develop their own consensus, as overseen by the City, is the call of the RSO. The City cannot know what the residents feel is best until Council is presented with a product of their labors. This willingness to work together, confer, and seek a common harmony should be respected by Staff. The senior citizens who are retired should be given this chance.

In short, the RSO does not allow for the requirement of a single accord applicable to all spaces in the city. That would deprive tenants of the right to have “an accord” approved by 80+

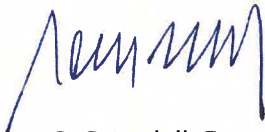
DOWDALL LAW OFFICES
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percent in their park.

Thank you for your prompt attention to the foregoing. If you have any questions or comments, please feel free to contact the undersigned.

Very Truly Yours,



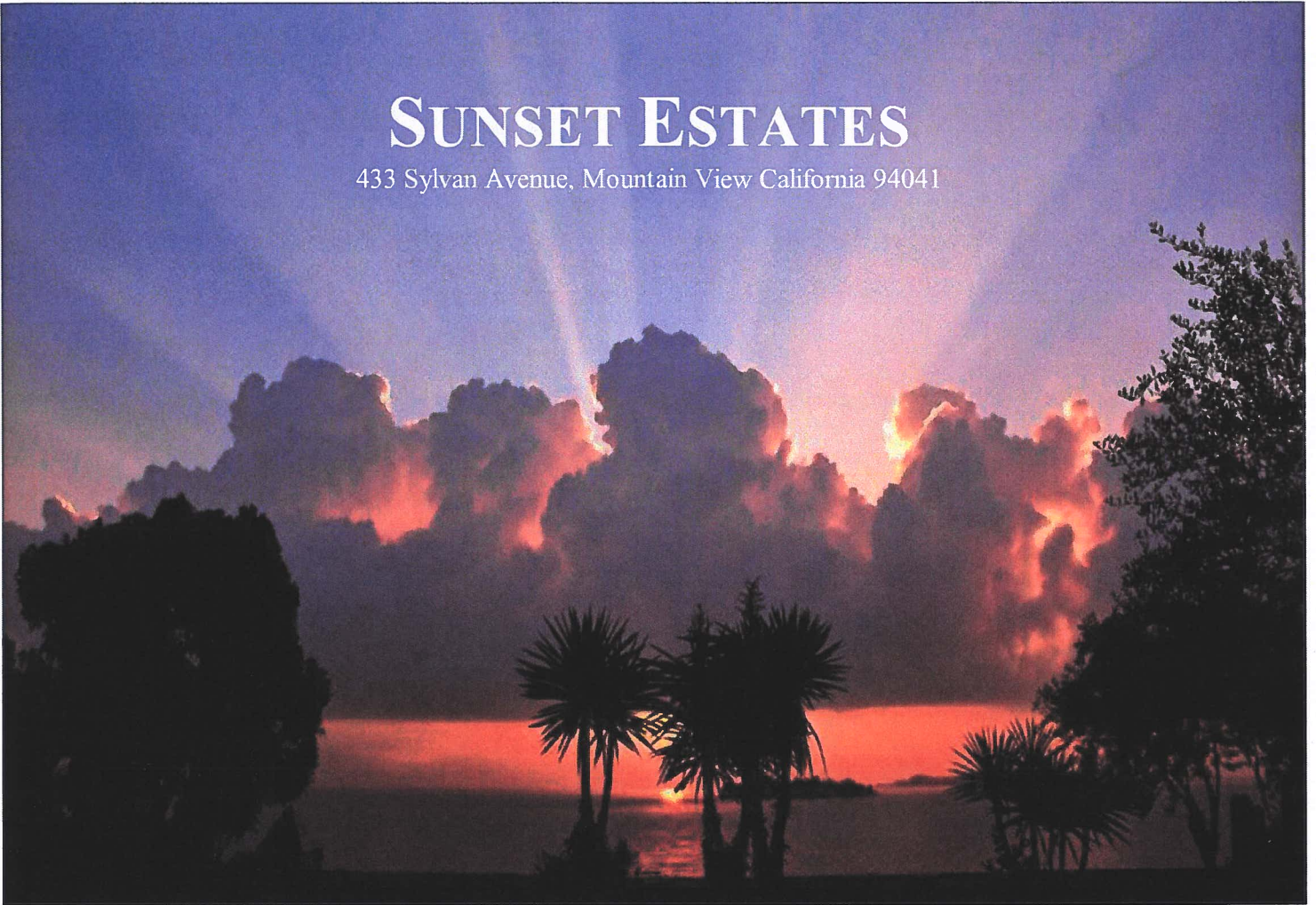
Terry R. Dowdall, Esq.
For
DOWDALL LAW OFFICES, A.P.C.

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ENCLOSURE: Sunset MOU

SUNSET ESTATES

433 Sylvan Avenue, Mountain View California 94041



SUNSET ESTATES RENT STABILIZATION MOU



Welcome to Sunset Estates, Your Friendly Community !!

SHHHH! CAN YOU HEAR THAT? IT'S THE SOUND OF CALM: THE TRANQUILITY OF STABLE TENANCY

Notice:

**This Agreement Shall Bind All Subsequent Transferees/
Purchasers/Owners of Sunset Estates During the Entire Term
of this Agreement.**

We are very pleased to offer this Rent Stabilization Addendum ("Addendum"). Some of the benefits of this Addendum surpass the rights and duties of landlords and tenants under Mountain View rent stabilization. Please feel free to ask any questions!

Homeowner: _____ Space: _____

“Sunset Estates Rent Stabilization MOU”

We are very pleased to offer this Rent Stabilization MOU. Please feel free to ask any questions!

Name: _____ Space: _____

Please Note: This Agreement must be approved by the city pursuant to the municipal code. This MOU will be applicable when approval of 80% of spaces and city approval is given. This Agreement shall run with the land: this Agreement binds all subsequent owners who acquire Sunset Estates for the duration of this Agreement.

A. Beginning Date of This MOU: _____ 1, 202__

B. Monthly Rent at Beginning Date: \$ _____

C. First Rent Adjustment Date: _____ 1, 202__

D. Anniversary Date for Rent Adjustments: _____

E. Close of Escrow Date: _____

F. Term of Tenancy: The term of this Agreement is: ____ 120 months ____.

G. **Shared Intentions:** Our residents have the option to welcome a long, stable and trouble-free tenancy. In our community, peace and quiet- the "right to be left alone in peace" means a lot. For a long term, this offering would avoid the bother of a never-ending swarm of fees, forms, notices, restrictions, taxes, costs and government edicts. The intent of this offering is to secure a long term peace and tranquil tenancy; we value quality of life.

H. **Acceptance and Owner Waivers: Declining the Sunset Accord**

(1) By entering into this Agreement, and-if approved, the park owner ("Owner") shall **waive and relinquish** the following rights:

i. **“VEGA” ADJUSTMENTS.** The right to seek a market rate adjustment at the inception of rent controls for so long as this MOU remains in place and is enforceable.

ii. **RENT APPLICATIONS / PETITIONS:** The right to apply for and or petition for rent adjustments to provide a fair rate of return on Sunset Estates, based on similar rates of returns on investments of similar risk, and as needed to maintain credit and to attract capital.

iii. **CLOSURE, CESSATION OF USE, CONVERSION.** The Owner covenants not to close the park for so long as this MOU remains in place and is enforceable.

THIS AGREEMENT is made as of the date specified below between Sunset Estates Park (the "Owner"), and those persons listed on the last page of this Rental Agreement (the "Agreement") as the Homeowner ("Homeowner").

We agree to the terms and conditions set forth in this Addendum herein which amends and supplements the currently existing:

(Select "")

[Lease] dated _____ [Rental Agreement] dated _____

as previously entered into by the Owner and Homeowner. ("Agreement"). Homeowner owns the mobilehome located on the Space.

ACKNOWLEDGMENT: Homeowner and Owner acknowledge and agree that this Addendum modifies the provisions of the Agreement regarding the manner in which rent increases are computed including rent increases upon Homeowner's sale of the mobile home and the amount and method by which certain costs can be passed through to the Homeowner by the Owner.

1. DEFINITIONS.

a. **"Anniversary Date"** means September 1 of each calendar year, the usual date for annual rent adjustments in the Park.

b. **"Base Rent"** means the rent for the Space exclusive of utilities and other separate itemized charges in effect pursuant to the Agreement, as adjusted by any Base Rent Increase allowed under this Addendum.

c. **"Capital Replacement"** means replacement of an existing capital improvement which is completed after the MOU Effective Date, which qualifies under the U.S. Internal Revenue Code and applicable regulations, as a capital improvement and does not constitute maintenance and repair. Capital Replacements shall not include replacements of the gas or electric systems serving the Park but shall include replacements to the water and sewer systems.

d. **"CPI"** means the Consumer Price Index - All Urban Consumers for the San Francisco/Oakland/Hayward region, published by the United States Department of Labor, Bureau of Labor Statistics. If the 1982-84 base period or the CPI is changed during the term of this MOU, the CPI used shall be converted according to any conversion factor provided by the Bureau of Labor Statistics. If the CPI is discontinued then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, which includes Santa Clara County shall be used, unless there is a successor index that includes the City of Mountain View, in which case the successor index that includes the City of Mountain View shall be used.

e. **"Disaster Related Event"** shall mean a sudden event resulting from earthquake, fire, flood, or other natural occurrence over which the Owner has no reasonable control, and which was not caused by the Owner's acts or negligence.

f. **"Government Fees and Assessments"** shall mean any fee, assessment or other charge imposed by the City of Mountain View, the County of Santa Clara, the state, or federal government, upon the Park or the Space and shall include any monetary amounts assessed against the Owner for non-real estate (i.e. non-Property) taxes, fees, assessments, bonds, or bond-related costs required or mandated by any governmental body or agency, including but not limited to Mountain View, the County of Santa Clara, the State of California or the United States.

- g. "Effective Date" means the effective date of this Addendum.
- h. "MRL" means the California Mobilehome Residency Law, beginning with §§798 of the California Civil Code.
- i. "Mobile Home" shall have the meaning set forth in Civil Code Section 798.3 and the Mobilehome Parks Act (Health and Safety Code, Division 13, Housing, Part 2.1 (§§ 18200-18700)).
- j. "Prime Rate" shall mean the prime rate charged by Bank of America; NT & SA to its most creditworthy borrowers.
- k. "Property Taxes" shall mean any and all general and special real estate taxes and personal property taxes which are levied or assessed against the Park. Property taxes shall include any tax or excise on rents, or any other tax, however described, which is levied or assessed against the Park as a direct substitution, in whole or in part, for any real property taxes.
- l. "Transfer" means any transfer of legal title or ownership to the Mobile Home except for the following:
 - i. The transfer of a Mobile Home to the surviving joint tenant by devise, descent, or operations of law on the death of the joint tenant;
 - ii. A transfer of the Mobile Home to the spouse or domestic partner of the Homeowner;
 - iii. A transfer of the Mobile Home resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse takes title to the Mobile Home;
 - iv. A transfer to an inter vivos trust in which Homeowner is and remains the trustee or beneficiary and occupant of the Mobile Home; and
 - v. Adding a registered owner (or junior lienholder or legal owner) during tenancy is not a transfer. However, no one may establish a tenancy without qualification under Civil Code 798.74, 798.75 and a rent adjustment as provided by paragraph 3.
- m. Changes in tenancy on sale or other transfer of the Mobile Home, pursuant to an approved application for tenancy, including close of escrow, consummation of the sale of the Mobile Home per Civil Code §798.73 and §798.74, and recordation of new registration per Civil Code §798.75 (b), constitute transfers for which an adjustment to rent on sale shall apply.

2. ANNUAL INCREASE TO BASE RENT. Homeowner shall continue to pay the Base Rent for the Space established pursuant to the Agreement as of the date of this Addendum until the Owner provides the Homeowner with a rent increase notice in accordance with Civil Code Section 798.30 but in no event shall any rent increase be effective before the Anniversary Date. As of the Anniversary Date and on each Anniversary Date thereafter, the Owner may increase the Base Rent by no more than the greater of seventy-five percent (75%) of the increase in the CPI, or two percent (2%) using the most recently published CPI data for the February-to-February twelve month period prior to the notice of rent increase and limited to a maximum annual adjustment of 5%.

3. INCREASE TO BASE RENT UPON TRANSFER. (WHEN THE TENANCY OF THE CURRENT HOMEOWNER COMES TO A FINAL END, AND NOT UNTIL THEN, RENTS WILL ADJUST TO THE SUBSEQUENT BUYER AS NOW PROVIDED)

- a. Upon Transfer of the Mobile Home by the Homeowner during tenancy: Owner may increase Base Rent as follows: 2.5% for each 12 month tenancy period after close of escrow (these limits will also apply to term extensions

and will survive term expiration). Provided, that the adjustment shall not exceed that rent reflecting current economic conditions designated on the color-coded map located in the Park office, as may be annually adjusted by CPI changes ("the most recently published CPI data for the February-to-February twelve month period prior to the notice of rent increase and see ¶1(d)).

b. Notwithstanding anything set forth in this Section, Owner shall not be subject to any limitation on Base Rent increases in the event of a Transfer that is the result of (i) a true vacancy, where the Homeowner voluntarily surrenders possession of the Space and removes the Mobile Home from the Park; (ii) the Mobile Home being abandoned; (iii) the Homeowner being evicted as evidenced by entry of a judgment or a stipulation and order in an unlawful detainer proceeding; (iv) the Mobile Home being sold to a dealer as defined in Health and Safety Code §18002.6; or (v) the Mobile Home being repossessed by a legal owner or lien holder. The provisions of this paragraph apply even if only a portion of your interest is being sold/transferred/assigned.

4. PASS THROUGH ADJUSTMENTS TO BASE RENT. In addition to the increases in Base Rent authorized in Sections 2 and 3 above, Owner may pass through to the Homeowner the following costs ("Pass Throughs").

a. **Government Fees and Assessments.** If the cost of Government Fees and Assessments in any fiscal tax year exceeds the cost for any such Government Fees and Assessments in the prior fiscal tax year by more than the CPI increase, the Owner may pass through such increase to the Homeowner. The amount of any Government Fees and Assessments Pass Through shall be the total annual amount of such increase in the Government Fees and Assessments divided by twelve (12) and then divided by the total number of spaces in the Park.

b. **Capital Replacements.** The Owner may pass through to the Homeowner the amortized cost of any Capital Replacement in accordance with the following.

i. Prior to implementing any Capital Replacement Pass Through, except a Capital Replacement necessitated by an emergency, the Owner must: (A) provide the Homeowner with advance notice of the proposed Capital Replacement and an opportunity to comment on the need, design, and conduct of the work; (B) solicit at least two bids for the Capital Replacement work and (C) award the contract to the lowest bidder or provide an explanation to the Homeowner if the Homeowner so requests why the contractor without the lowest bid was selected.

ii. The amount of any Capital Replacement Pass Through, including a Capital Replacement necessitated by an emergency, shall be determined by subtracting from the actual cost of the Capital Replacement any insurance proceeds, rebates, tax credits or warranty payments received by the Owner defraying the costs of the Capital Replacement and amortizing the remaining cost of the Capital Replacement plus interest at either the actual rate of interest paid by the Owner for any financing associated with the Capital Replacement or the **Prime Rate Offered by the Bank of America NT&SA plus two percent (2%)** over the applicable amortization period in accordance with the U.S. Internal Revenue Code. The amount of the Capital Replacement Pass Through shall be the annual amortized amount determined in accordance with this subsection divided by twelve (12) and then divided by the total number of spaces in Sunset Estates.

iii. Any Capital Replacement Pass Through shall be listed separately from the Base Rent on monthly Space rent billings and shall be eliminated as a rent obligation at the conclusion of the amortization period.

c. **Property Tax Increases.** The Owner may pass through to the Homeowner the amount by which Property Taxes increase in any given fiscal tax year by more than two percent (2%) over and above existing Property Taxes, subject to the following.

i. A Property Tax Pass Through may be imposed in the amount of any Property Tax increase that exceeds two percent (2%) in a given fiscal tax year that is caused by an involuntary Property Tax reassessment including but not limited to a death of a person holding an ownership interest in the Park or as the result of any new general or

special real estate property tax imposed by the City of Mountain View, the County of Santa Clara, or the State of California.

ii. If the Park is sold to a third party pursuant to an arms-length transaction, the Owner may pass through to the Homeowner the increase in Property Taxes resulting from a reassessment of the Park upon such sale to the extent that such increase exceeds two percent (2%) in a given fiscal tax year, provided, however, the total amount of any Property Tax Pass Through resulting from a sale shall be phased in over five (5) years with equal increases each year until the full amount of the Property Tax Pass Through has been implemented.

iii. Owner shall not be entitled to any Property Tax Pass Through due to an increase in Property Taxes which is triggered solely by or based upon a voluntary internal reorganization of the Owner that is considered a "change of ownership" or a transfer of a joint venture or partnership interest among the current persons holding an ownership interest that triggers a reassessment of the Park.

iv. The amount of the Property Tax Pass Through paid by the Homeowner shall be the total annual amount of the Property Tax Pass Through allowed divided by twelve (12) and then divided by the total number of spaces in the in the Park.

d. Disaster Related Event Costs. Owner may pass through to the Homeowner any costs to repair damage to the Park arising from any Disaster Related Event in excess of the initial fifty thousand dollars (\$50,000) of such costs, provided such costs are amortized in accordance with the procedure for amortizing Capital Replacements under section 4.c above and such costs are divided equally among all spaces in the Park. Any Disaster Related Event costs passed through to the Homeowner shall be net of any insurance proceeds or disaster grants or assistance received by the Owner for such costs. Owner shall not be entitled to pass through to the Homeowner any Disaster Related Event costs unless the Owner has continued to maintain throughout the term of the MOU the types and amounts of property insurance in effect on the MOU Effective Date if those types and amounts of property insurance are commercially available throughout the term of the MOU, at the same price in effect on the Effective Date, adjusted each year by the increase in the CPI. If those types and amounts of property insurance are not commercially available throughout the term of the MOU, at the above described price, Owner reserves the right, in its sole and absolute discretion, to purchase whatever property insurance it deems reasonable for the Park. Owner shall disclose Owner's property insurance coverage to Homeowner if Homeowner so requests, provided however, no Homeowner shall be entitled to such disclosure more than once in any twelve (12) month period.

e. Requirements Applicable to All Pass Throughs.

(i) No Pass Through shall be implemented unless Owner gives the Homeowner ninety (90) days written notice of the Pass Through including documents evidencing the costs being passed through to the Homeowner and the calculations that serve as the basis for the Pass Through.

(ii) Pass Throughs shall be separately stated in the monthly space rent bills

(iii) Pass Throughs shall be considered the same as rent for purposes of the MRL, however, Pass Throughs shall not be deemed part of Base Rent for purposes of calculating the Annual Base Rent Increase pursuant to Section 2 or the increase in Base Rent upon Transfer pursuant to Section 3 above.

f. The Lease or Rental Agreement previously entered into by the Owner and Homeowner identified above is hereby incorporated herein by reference. We acknowledge that the lease or rental agreement complies in all respects with the MRL including Civil Code Section 798.15. No improper waivers exist in this agreement.

5. CREDIT FOR CITY MHRISO CHARGES.

a. City FAQ's state that the rent control law authorizes the Rental Housing Committee to finance the MHRISO's reasonable and necessary expenses, including, without limitation, engaging any staff as necessary to ensure implementation of the rent control law, by charging Mobile Home Park Owners and Mobile Home Landlords an annual

space rental fee, in amounts deemed reasonable by the Committee in accordance with applicable law. The Committee is also empowered to request and receive funding when and if necessary from any available source, including the City, for the program's reasonable and necessary expenses. See <https://www.mountainview.gov/civicax/filebank/blobdload.aspx?BlobID=36410>

b. If the City does not assess Owner for rent control program expense, that amount will be shared with participating residents as a *monthly credit* provided in this Section 5.

c. Owner will credit participating homeowners half the rent control administrative fee not charged to the Owner. Once the total MHRSO annual fee is declared, the total amount will be divided by 2 to determine 50%. That 50% will then be divided by the number of spaces in the Park. That amount equals the annual pro rata credit (per space). The pro rata credit (per space) is then divided by 12 (months). The resulting quotient equals the monthly amount which is credited to the homeowner.

Example: If the total annual government burden is \$48,000. 50% is \$24,000. Assume 100 spaces in the park; \$24,000/100 spaces = \$240 per space per year. \$240 / 12 months = \$20.00 credit.

The amount of the credit to the homeowner will not exceed the amount of the corresponding rent adjustment/ increase to base rent (which would result in a rent decrease). The monthly credit will be further reduced by any annual or ongoing, new, or additional, city fees related to this Agreement.

6. FORCE MAJEURE. If the performance by Owner of any of Owner's obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not party to this Agreement, then Owner shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence. In such case, additional hardship adjustments in rent, for the period of hardship may be sought not to exceed a cap of 5% of then current monthly rent.

7. MEDIATION.

(a) Should any "Dispute" arise, either party may give the other party written notice of the Dispute ("Dispute Notice") setting forth the subject of the Dispute and the relief requested. A "Dispute" means any disagreement, claim or controversy between Owner and Homeowner regarding this Agreement or issues arising from tenancy except termination of tenancy or court orders to comply with this dispute resolution process.

(b) The parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered to the other party. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service. The Dispute shall then be submitted to a neutral mediator jointly selected within 50 miles of the Sunset Estates, to be a retired/inactive California judge. Cost of mediation paid by Owner. If Agreement to a mediator is not reached in 10 days after notice of request to mediate is served, the mediator shall be the least expensive of mediators, identified by any party, affiliated with an alternate dispute resolution entity within 50 miles of the Park. Mediation shall consist of one or more face-to-face meetings of the parties and the mediator, at not less than 2.5 hours for the first meeting. Mediation shall occur within 45 days of request for mediation, unless such period of time is extended by written agreement of each party.

(c) To begin mediation, either party may serve the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall then meet and confer as necessary to select a

mediator. All communications, oral or written, during the course of mediation are inadmissible for any purpose, including impeachment, in any subsequent proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation are tolled from time of request to mediate to the conclusion of mediation. The mediator shall issue a decision based on applicable law and facts, and issue findings of fact and conclusions of law, to be advisory only and non-binding and not admissible in any later court proceeding. The parties may, by mutual consent, make such decision binding between them, in writing.

WE ACKNOWLEDGE AND AGREE THAT: Homeowner and Owner acknowledge and agree that this Addendum modifies the manner in which rent increases are computed, including rent increases upon Homeowner's sale of the mobilehome and the amount and method by which certain costs can be passed through to the Homeowner

HOMEOWNER:

Date: _____, 202 ____

(Signature) Print Name

Date: _____, 202 ____

(Signature) Print Name

OWNER:

Date: _____, 202 ____

(Signature)

PROOF OF SERVICE

I am employed by the law firm of DOWDALL LAW OFFICES, A.P.C. located at 284 North Glassell Street, Orange, California 92866. I am over the age of 18 and not a party to this action.

I am readily familiar with DOWDALL LAW OFFICES' practice for collection and processing of documents for mailing with the United States Postal Service, and that practice is that the documents are deposited with the United States Postal Service the same day as the day of collection in the ordinary course of business.

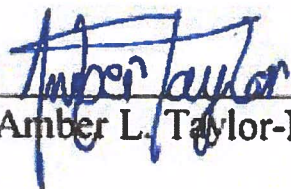
On this date, March 24, 2022, I caused to be served the within: **LETTER RE: MOU'S SHOULD BE ENCOURAGED: SUCCESSFUL MOUs ARE SHAPED BY RESIDENT PREFERENCE FOR LONG TERM STABILITY. SENIORS SHOULD HAVE A "SAY" IN AVOIDING THE GNAWING ANXIETY POSED BY AN UNCERTAIN FUTURE** on the interested parties in this action, by delivering a true and correct copy to the following:

Mountain View Staff
City of Mountain View
500 Castro Street
Mountain View, CA 94041

(By First Class Mail) I caused each envelope with postage fully prepaid, to be placed in the United States Mail at Orange, California to the address(es) listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this day, March 24, 2022, at Orange, California.


Amber L. Taylor-Nelson

DOWDALL LAW OFFICES
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
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IN REPLY REFER TO:

9942

April 12, 2022

Via Electronic Mail van Deursen, Anky <Anky.vanDeursen@mountainview.gov>

**Mountain View Staff
City of Mountain View
500 Castro Street
Mountain View, CA 94041**

Re: SUNSET ESTATES PROPOSED MOU INCLUDES "SAFETY" NET" TO ADDRESS RESIDENT NEED (ATTACHED)

Dear Honorable Mountain View Staff:

At the last staff meeting (April 7, 2022) addressing the subject of mobilehome park "Memoranda of Understanding" ("MOU"), the applicability of a "Safety Net" program for Sunset Estates was erroneously reported as not available. Owner representative Mr. Frank Kalcic corrected the record, confirming that the "Safety Net" is included for the needy.

Accordingly, a true copy of the previously omitted "Safety Net" program is attached. I request that this "Safety Net" program be included in the record so the current MOU iteration is accurate. Terms remain subject to further consideration as Sunset residents may wish to further collaborate as management has always encouraged.

Again, the preferences in an MOU for a senior park and from park to park will markedly differ. The RSO does not provide a "one size fits all" straitjacket, but invites residents to tell us their 'druthers. Residents from each park can say what's best for them. We should let them.

Thank you for your attention to the foregoing. I am happy to offer any further information concerning this matter. Please feel free to contact the undersigned for any assistance I might offer.

Very Truly Yours,



Terry R. Dowdall, Esq.
For
DOWDALL LAW OFFICES, A.P.C.

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ENCLOSURE: Sunset MOU "Safety Net"



SUPPLEMENTAL LEASE ADDENDUM SAFETY NET PROGRAM

We are very pleased to offer this Rent Stabilization Addendum Safety Net Program ("Program").

Please feel free to ask any questions! The Addendum must be approved by the city pursuant to the municipal code. This Addendum and Program will be applicable when approval of 80% of spaces and city approval is given.

Homeowner: _____ Space: _____

Beginning Date: _____ 1, 202__

I hereby request an application form for participation in the "Safety Net" Program, providing the following terms.

1. SAFETY NET PROGRAM. Owner agrees to implement a safety net program within the Park designed to provide relief from Rent Increases that, due to financial circumstances, a homeowner is unable to pay. The safety net program shall be summarized in a written document and at a minimum provide relief from Rent Increases pursuant to the following terms and conditions:

- a. Any Homeowners with a household income at or below \$34,480 per year shall be eligible, provided household assets are at or below \$150,000, excluding the Mobile Home, furniture, and vehicles;
- b. Qualifying Homeowners would receive a rent credit for the amount of any rent increase that causes their monthly rent including all Pass Throughs to exceed one third of their household income;
- c. Qualifying Homeowners would not be required to reimburse the Owner for any rent credits received, although the qualifying Homeowner's Base Rent would be adjusted upward to account for all allowable increases under the MOU;
- d. The \$34,480 household income and \$150,000 asset amounts will be adjusted by allowable Rent Increase percentages;
- e. Owner will be responsible for managing its safety net program. City shall have no responsibility for and right to manage any safety net program established by an Owner;
- f. Qualifying Homeowners must have resided at the Park for at least five (5) years to be eligible for the safety net program and, and must reapply each year they remain in the program;
- g. Participation in the safety net program can be limited for each qualifying Homeowner household at Owner's reasonable, good faith discretion, but must be provided for a minimum two (2)-year period;
- h. The number of qualifying tenants can be limited to two percent (2%) of the total number of Spaces at the Park;

i. Items a through h represent minimum requirements, to assist the neediest Homeowners at each park. Owner is free to establish more generous guidelines but cannot be required to do so.

2. INFORMATION TO BE CONFIDENTIAL. Nothing herein shall prevent Owner from offering a safety net program that serves Homeowners not meeting the qualifications stated herein or provides greater protections to Homeowners. Nothing herein shall require Owner to provide the City with confidential financial information of any Homeowner, unless said Homeowner authorizes the release of said information to the City, in writing.

3. OTHER INFORMATION PROVIDED: Please provide any other and further information applicant may wish to provide in respect to the need for rental assistance:

Other rental assistance received, applied for: _____

Other Facts You Wish Owner to Consider: _____

I hereby certify that I am qualified to receive assistance as offered and for this reason request an application for participation in receipt of benefits offered by the Program.

Date: _____, 202__ Homeowner: _____ Space: _____
Signature print name

Date: _____, 202__ Homeowner: _____ Space: _____
Signature print name