

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF STATE FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670, 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
(916) 263-2771  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



September 1, 2023

Shwetha Subramanian, Chief Real Estate  
Development Officer  
MidPen Housing Corporation  
303 Vintage Park Drive, Suite 250  
Foster City, CA 94404

Sara Amaral, Director of Housing  
Development  
City and County of San Francisco  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103

Dear Shwetha Subramanian and Sara Amaral:

**RE: Conditional Award Commitment and Acceptance of Terms and Conditions  
Affordable Housing and Sustainable Communities (AHSC)  
Fiscal Year 2022/2023, Round 7  
MidPen Housing Corporation and City and County of San Francisco –  
850 Turk Street  
Contract No. 23-AHSC-17947 and 23-AHSC-17948**

The California Department of Housing and Community Development (“**Department**”) issued a Notice of Funding Availability on January 30, 2023, and subsequently amended on March 15, 2023, (the “**Affordable Housing and Sustainable Communities NOFA**”). The Department is now pleased to inform you of this conditional award to MidPen Housing Corporation and the City and County of San Francisco (“**Awardees**”). This conditional award is a loan and grant in the amount of \$31,971,048 (the “**Conditional Award**”) for the above-referenced project (the “**Project**”) and includes the following:

<b>AHSC Program Award Components</b>	<b>Award Amount</b>	<b>Contract Number</b>
AHSC Program Loan Award	\$22,000,000	<b>23-AHSC-17947</b>
AHSC Program Grant Award	\$9,971,048	<b>23-AHSC-17948</b>

The Conditional Award is based on and subject to the Applicant Representations and the Terms and Conditions of Conditional Award, both as further specified and described in this notice of the Conditional Award (the “**Conditional Award Commitment**”). This Conditional Award may only be accepted by timely delivery of a fully executed Acceptance of Terms and Conditions of Conditional Award form to the Department (an execution copy of this form is enclosed herein).

**I. Applicant Representations – Basis of Conditional Award**

In response to the Affordable Housing and Sustainable Communities NOFA, the Awardee(s) submitted an application for financing of the Project (that application, and all communications and documentation submitted to the Department in support thereof, the “**Application**”).

Affordable Housing and Sustainable Communities, Round 7, Conditional Award Commitment  
850 Turk Street  
September 1, 2023  
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The Department is making this Conditional Award to the Awardees on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardees submitted as part of the Application (the “**Applicant Representations**”).

The Department may rescind this Conditional Award if the Department discovers, at any time prior to disbursement of the Conditional Award, that the Applicant Representations included material misrepresentations or omissions, regardless of whether or not such misrepresentations or omissions were innocent, unintentional, and/or based upon belief.

## **II. Terms and Conditions of Conditional Award**

The Department may rescind this Conditional Award if any of the terms and conditions enumerated in this Section II (the “**Terms and Conditions of Conditional Award**”) are not timely satisfied. TIME IS OF THE ESSENCE IN THE SATISFACTION OF THESE TERMS AND CONDITIONS OF CONDITIONAL AWARD

The Terms and Conditions of Conditional Award and their corresponding timelines are described below. All timelines shall be calculated in calendar days. Any deadline falling on a weekend or State of California holiday shall be extended to the next business day.

If the Terms and Conditions of this Conditional Award are timely satisfied, the Department will (i) promptly provide a written notification to the Awardees via electronic mail; and (ii) circulate an execution copy of an STD 213, Standard Agreement for all appropriate signatures and approvals in accordance with the timeline specified at Section III of this Conditional Award Commitment.

### **1. Timely Execution of Acceptance of Terms and Conditions of Conditional Award Form:**

The Awardees shall execute and deliver a copy of the enclosed Acceptance of Terms and Conditions of Conditional Award to the Department within ten (10) calendar days of the date upon this Conditional Award Commitment. The Department will deem this condition to be unsatisfied if it receives an executed Acceptance of Terms and Conditions of Conditional Award that has been substantively modified, altered, or amended in any way. The signed Acceptance of Terms and Conditions of Conditional Award form must be submitted to [AHSC@hcd.ca.gov](mailto:AHSC@hcd.ca.gov).

### **2. Timely Delivery of Authorization and Organizational Documents:**

The Awardee(s) shall deliver to the Department, within sixty (60) calendar days of the date upon this Conditional Award Commitment, a legally sufficient set of Authorization and Organizational Documents, as further described and specified below. Specifically, the Awardee(s) shall deliver a duly adopted authorizing

Affordable Housing and Sustainable Communities, Round 7, Conditional Award Commitment  
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resolution, as well as a complete and duly filed or adopted set of organizational documents and all amendments (the “**Authorization and Organizational Documents**”), for each of the following entities as applicable: each Awardee entity; the ultimate borrower of the Conditional Award funds (the “**Borrower**”); and each separate legal entity that is part of the Awardee’s or Borrower’s organizational structure. Each entity’s resolution must constitute, to the Department’s reasonable satisfaction, an unconditional, duly adopted, and legally binding authorization of the entity to accept the total amount of these Conditional Award funds, to fully participate in the relevant Department program, and to be legally bound by the requirements of the Department program. The Department may agree to an extension of fifteen (15) calendar days based on the Awardee’s demonstration of necessity.

**Note:** Local Public Entities, as defined in the Affordable Housing and Sustainable Communities Program Round 7 Program Guidelines, are not required to submit a complete and duly filed or adopted set of organizational documents and amendments. Both the Conditional Award and this Conditional Award Commitment are subject to Health and Safety Code section 50406, subdivision (p), as subsequently amended (“**AB 1010**”).

The Department has posted resolution templates on its website as informational guidance. Please note that use of the resolution templates is not compulsory. However, use of the provided templates will assist in the timely review and approval of the Standard Agreement. While entities may choose to use modified language in their resolutions, Sponsors should be aware that this may delay preparation of the Standard Agreement or, if deemed insufficient, may result in the need to submit a revised resolution.

At any point prior to disbursement, the Department may also require the Awardees to resubmit Authorization and Organizational Documents if the original submittals were determined to be inaccurate or incomplete.

### **III. Delivery of Standard Agreement**

In an effort to be responsive to each Awardee’s closing needs and to ensure timely commitment of funds, the Department commits to delivering an execution copy of the Standard Agreement relative to this Conditional Award within ninety (90) calendar days of receiving all required documents, including all legally sufficient Authorization and Organizational Documents, in connection with this Project and as applicable.

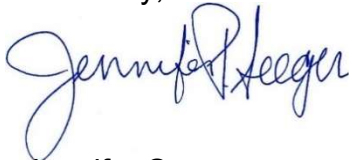
Affordable Housing and Sustainable Communities, Round 7, Conditional Award Commitment  
850 Turk Street  
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#### **IV. Deadline to Secure Permanent Financing**

Please note that the Awardees must secure all permanent financing, including tax credits and bond allocations, within 24 months of the date of the first Department funding award to the Project, consistent with the Department's Disencumbrance Policy ([Administrative Notice Number 2022-02: Disencumbrance Policy](#)). Sponsors must demonstrate that all permanent financing is in place allowing the project to commence construction. Failure to meet this requirement shall result in the withdrawal or recapture of this Conditional Award and any other prior or subsequent funds awarded to the Project.

Congratulations on your successful Application. For further information, please contact Alisha Senter, AHSC Manager, Program Design and Implementation Branch, at (916) 776-7588 or [Alisha.Senter@hcd.ca.gov](mailto:Alisha.Senter@hcd.ca.gov).

Sincerely,



Jennifer Seeger  
Deputy Director  
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form

# Department of Housing and Community Development

## Affordable Housing and Sustainable Communities

### Acceptance of Terms and Conditions of Conditional Award

MidPen Housing Corporation, and City and County of San Francisco (“**Awardees**”)  
850 Turk Street (“**Project**”)

Affordable Housing and Sustainable Communities (AHSC) award totaling \$31,971,048 (“**Conditional Award**”) as detailed below:

AHSC Program Award Components	Award Amount	Contract Number
Loan Award	\$22,000,000	<b>23-AHSC-17947</b>
Grant Award	\$9,971,048	<b>23-AHSC-17948</b>
HRI component	\$0	
STI component	\$7,700,000	
TRA component	\$1,500,000	
PGM component	\$771,048	

By signing this Acceptance of Terms and Conditions of Conditional Award, the Recipient acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, dated September 1, 2023, in connection with the Capital Improvement Project.

The Recipient acknowledges having read and fully understood all of the Department’s requirements relative to the Conditional Award, including the requirements set forth in Administrative Notice Number 2022-22: Disencumbrance Policy, and the Recipient agrees to abide by and comply with those requirements.

The Recipient must acknowledge that it has reviewed and verified the accuracy of the final project report prepared by the Department no later than October 1, 2023.

DocuSigned by:  
*Shwetha Subramanian* 9/6/2023 | 11:40:27 AM PDT  
\_\_\_\_\_  
Shwetha Subramanian, Chief Real Estate Development Officer Date  
MidPen Housing Corporation

DocuSigned by:  
*Sara F. Amaral* 9/6/2023 | 11:47:55 AM PDT  
\_\_\_\_\_  
Sara Amaral, Director of Housing Development Date  
City and County of San Francisco

**\*\* For HCD Use Only \*\***

- Authorized Representatives Verified
- All Parties Signed

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

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
MIDPEN HOUSING CORPORATION**

**Affordable Housing & Sustainable Communities Program**

RESOLUTION NO.: 2023-XX

**850 Turk Street**

WHEREAS, the California Department of Housing and Community Development ("Department") and the Strategic Growth Council ("SGC") has issued an Affordable Housing & Sustainable Communities Program ("AHSC" or "AHSC Program") Notice of Funding Availability, dated January 30, 2023 and amended on March 15, 2023 ("AHSC Program NOFA").

WHEREAS, **MidPen Housing Corporation**, a California nonprofit public benefit corporation ("Corporation"), is authorized as active and in good standing to do business in the State of California, and it is in the Corporation's best interests to participate in the AHSC Program on its own behalf as the Sponsor.

WHEREAS, Corporation submitted an application to the Department in response to the AHSC Program NOFA (the "Application") and in the foregoing capacity, and was determined to be an eligible Sponsor under the AHSC Program.

WHEREAS, Department and SGC have made a conditional commitment of AHSC Program funds to assist 850 Turk Street (the "Project"), and such commitment was made pursuant to that certain conditional award letter, dated September 1, 2023 (the "Award Letter").

WHEREAS, pursuant to the Award Letter, the Department and SGC made a conditional award of AHSC Program funds to the awardees thereon as follows:

AHSC Program Award Component	Award
AHSC Program Loan Award	\$22,000,000
AHSC Program Grant Award	\$771,048
Total:	\$22,771,048

WHEREAS, the AHSC Program Loan Award and AHSC Program Grant Award expressly identified above will hereinafter jointly be referred to as the "AHSC Program Award."

NOW, THEREFORE, IT IS RESOLVED, that the Corporation is hereby authorized and directed to act on its own behalf as the Sponsor in connection with the AHSC Program Award.

RESOLVED FURTHER: Corporation is hereby authorized and directed to accept and incur an obligation for the AHSC Program Loan Award. That in connection with the total amount of the AHSC Program Loan Award, the Corporation, on its own behalf as the Sponsor, is authorized and directed to enter into, execute, and deliver one or more STD 213(s), Standard Agreement(s), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program Award from the Department and to participate in the AHSC Program(s), and all amendments thereto (collectively, the "AHSC Program Award Documents").

RESOLVED FURTHER: Corporation is hereby authorized and directed to accept and incur an obligation for the AHSC Program Grant Award. That in connection with the full amount of the AHSC Program Grant Award, the Corporation, is authorized and directed to enter into, execute, and deliver a STD 213, Standard Agreement, and any and all other documents required or deemed necessary or appropriate to secure or evidence the AHSC Program Grant Award from the Department and to participate in the AHSC Program, and all amendments thereto (collectively, the "AHSC Program Award Documents").

RESOLVED FURTHER: Corporation acknowledges and agrees that it shall be subject to the terms and conditions specified in the STD 213(s), Standard Agreement(s), and that the AHSC Program NOFA and the Application will be incorporated by reference therein and made a part thereof. Corporation also acknowledges and agrees that any and all activities, expenditures, information, and timelines represented and described in the Application are enforceable through the relevant STD 213(s), Standard Agreement(s). Corporation also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities identified in the relevant STD 213(s), Standard Agreement(s).

RESOLVED FURTHER: That Matthew O. Franklin, President/CEO or Shwetha Subramanian, Assistant Secretary are hereby authorized to execute the Program Award Documents on behalf of the Corporation for itself as Sponsor.

Passed and adopted, effective as of October 19, 2023, by the consent of the Board of Directors of the Corporation by the following vote:

\_\_\_AYES

\_\_\_NAYS

\_\_\_ABSTAIN

\_\_\_ABSENT

\_\_\_\_\_  
Gina Diaz, Secretary

CERTIFICATE OF THE SECRETARY OF THE CORPORATION

The undersigned, Secretary of the Corporation, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution that was duly adopted by the Corporation's governing body on **October 19, 2023**, and that the resolution has not been altered, amended, modified, repealed, rescinded, or annulled.

DATE: March 9, 2023

\_\_\_\_\_  
Gina Diaz, Secretary

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## NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. This language and the table may require modification and customization in order to accurately reflect your entity and/or your entity's participation in the relevant Program(s). Accordingly, the Department encourages each entity to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to participate in the relevant Program(s). Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Program Award Documents may result in the Department rejecting the Authorizing Resolution.
2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the entity's organizational documents. The entity must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially consistent with this template.
3. **Authorized Signatory or Signatories, Designee.** The entity may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Program Award Documents individually or collectively. In addition, the entity may authorize a designee of the authorized signatory to execute the Program Award Documents. In such case, the entity must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the entity.
4. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Program Award Documents on behalf of the entity.

1 [Accept and Expend Grant - California Department of Housing and Community Development  
2 Affordable Housing and Sustainable Communities Program – 850 Turk Street - \$31,971,048]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development**  
4 **(“MOHCD”) to execute the Standard Agreements with the California Department of**  
5 **Housing and Community Development (“HCD” or “Department”) under the Affordable**  
6 **Housing and Sustainable Communities Program for a total award of \$31,971,048,**  
7 **including \$22,000,000 disbursed by HCD as a loan to the MP Turk Street Associates,**  
8 **L.P. (“Developer”) for a 100% affordable housing project at 850 Turk Street and**  
9 **\$9,971,048 to be disbursed as a grant to the City for public transportation**  
10 **improvements near 850 Turk Street, for the period starting on the execution date of the**  
11 **Standard Agreements to \_\_\_\_\_; authorizing MOHCD to accept and expend**  
12 **the grant of up to \$9,971,048 for transportation, streetscape and pedestrian**  
13 **improvements and other transit oriented programming and improvement as approved**  
14 **by HCD.**

15  
16  
17 WHEREAS, The State of California, the Strategic Growth Council (“SGC”) and the  
18 Department of Housing and Community Development (“Department”) issued a Notice of  
19 Funding Availability (“NOFA”) dated January 30, 2023, as amended March 15, 2023, under  
20 the Affordable Housing and Sustainable Communities (“AHSC”) Program established under  
21 Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

22 WHEREAS, The SGC is authorized to approve funding allocations for the AHSC  
23 Program, subject to the terms and conditions of the NOFA, AHSC Program Guidelines  
24 adopted by SGC on December 15, 2022, (“Program Guidelines”), an application package  
25 released by the Department for the AHSC Program (“Application Package”), and an AHSC

1 standard agreement with the State of California (“Standard Agreement”), the Department is  
2 authorized to administer the approved funding allocations of the AHSC Program; and

3 WHEREAS, The AHSC Program provides grants and loans to applicants identified  
4 through a competitive process for the development of projects that, per the Program  
5 Guidelines, will create new affordable housing and achieve greenhouse gas reductions and  
6 benefit disadvantaged communities through increased accessibility to affordable housing,  
7 employment centers and key destinations via low-carbon transportation; and

8 WHEREAS, The AHSC Program requires that joint applicants for a project will be held  
9 jointly and severally liable for completion of such project; and

10 WHEREAS, On January 15, 2019, Governor Gavin Newsom signed Executive Order  
11 No. N-06-19, which allows the production of Affordable housing on state-owned Excess Sites  
12 (“Excess Sites”). The Executive Order authorizes the Department of General Services  
13 (“DGS”) and the Department to identify and prioritize Excess Sites for sustainable, cost-  
14 effective, and innovative affordable housing projects; and

15 WHEREAS, The State of California owns that certain property located at 850 Turk  
16 Street in San Francisco, which has been declared an Excess Site for affordable housing; and

17 WHEREAS, MP Turk Associates, L.P., a California limited partnership (“Developer”),  
18 requested that the City and County of San Francisco (the “City”), acting by and through  
19 Mayor’s Office of Housing and Community Development (“MOHCD”), be a joint applicant for  
20 AHSC Program funds for its project located at 850 Turk Street consisting of new construction  
21 of a 92-unit 100% affordable multifamily rental housing development affordable to low-income  
22 households (the “Project”) identified as 850 Turk Street (“850 Turk Street”); and

23 WHEREAS, The San Francisco Municipal Transportation Agency (“SFMTA”) plans to  
24 perform transportation infrastructure improvements to advance Better Market Street consisting  
25 of targeted improvements to traffic signals, upgrades to Traffic Signal Priority, improved

1 bicycle safety infrastructure, and other transit related amenities approved by the Department  
2 (the “SFMTA Work”); and

3 WHEREAS, On April 8, 2022, by Notice of Exemption, the California Department of  
4 General Services by SCH Number 2022040213 determined that the development of the  
5 Project met all the standards of the Class 32 “Infill” Categorical Exemption (CEQA Guideline  
6 Section 15332) and the California Public Resources Code 21000 et seq., and would therefore  
7 not be subject to the California Environmental Quality Act (“CEQA”); a copy of the Notice of  
8 Exemption is on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_, and is  
9 incorporated herein by reference; and

10 WHEREAS, The Department proposes to maximize the use of available grant funds on  
11 program expenditures by not including indirect costs in the grant budget; and

12 WHEREAS, Through an award letter dated September 1, 2023, the Department made  
13 an award in the total amount of \$31,971,048, which includes \$22,000,000 to be disbursed by  
14 HCD as a loan to the Developer for the Project, and up to \$9,971,048 to be disbursed as a  
15 grant to the City for the SFMTA Work and other transit-oriented programming and  
16 improvements approved by HCD, subject to the terms and conditions of the STD 213,  
17 Standard Agreement (“Standard Agreement”), a copy of which is on file with the Clerk of the  
18 Board of Supervisors in File No. \_\_\_\_\_; now, therefore, be it

19 RESOLVED, That the Board of Supervisors approves and authorizes the MOHCD to  
20 enter into the Standard Agreements with the Department, with terms and conditions that  
21 AHSC Program funds are to be used for allowable capital asset project expenditures identified  
22 in Exhibit A; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
24 indirect costs in the grant budget; and, be it

1 FURTHER RESOLVED, That the Board Supervisors authorizes the City to accept and  
2 expend the grant funds disbursed under the Standard Agreement; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
4 MOHCD (or his designee) to execute and deliver any documents in the name of the MOHCD  
5 that are necessary, appropriate or advisable to accept and expend the AHSC Program funds  
6 from the Department, and all amendments thereto, and complete the transactions  
7 contemplated herein and to use the funds for eligible capital asset(s) in the manner presented  
8 in the application as approved by the Department and in accordance with the NOFA and  
9 Program Guidelines and Application Package; and, be it

10 FURTHER RESOLVED, That all actions authorized and directed by this Resolution and  
11 heretofore taken are ratified, approved and confirmed by this Board of Supervisors; and, be it

12 FURTHER RESOLVED, That within thirty (30) days of the Standard Agreement being  
13 fully executed by all parties, MOHCD shall provide the final agreement to the Clerk of the  
14 Board for inclusion into the official file.

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Recommended:

\_\_\_\_\_  
Eric D. Shaw, Director  
Mayor's Office of Housing and Community Development

Approved:

\_\_\_\_\_  
London N. Breed, Mayor

\_\_\_\_\_  
Ben Rosenfield, Controller

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**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

**SCO ID:**

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

<b>AGREEMENT NUMBER</b> 23-AHSC-17948	<b>AMENDMENT NUMBER</b>
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<b>1. CONTRACTOR'S NAME</b> MidPen Housing Corporation, and City and County of San Francisco	<b>2. FEDERAL I.D. NUMBER</b> N/A
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<b>3. AGENCY TRANSMITTING AGREEMENT</b> Housing and Community Development	<b>4. DIVISION, BUREAU, OR OTHER UNIT</b> Financial Assistance	<b>5. AGENCY BILLING CODE</b> N/A
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<b>6a. CONTRACT ANALYST NAME</b>	<b>6b. EMAIL</b>	<b>6c. PHONE NUMBER</b>
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**7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?**  
 NO     YES (If Yes, enter prior contractor name and agreement number)

<b>PRIOR CONTRACTOR NAME</b> N/A	<b>PRIOR AGREEMENT NUMBER</b> N/A
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**8. BRIEF DESCRIPTION OF SERVICES**  
 Land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas ("GHG") emissions.

**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.)  
 The AHSC Program, funded from the Greenhouse Gas Reduction Fund, will assist project areas by providing grants and/or loans, or any combination thereof, that will achieve GHG emissions reductions and benefit Disadvantaged Communities through increasing accessibility between destinations resulting in fewer vehicle miles traveled through shortened or reduced trip length or mode shift from Single Occupancy Vehicle use to transit, bicycling or walking.

**10. PAYMENT TERMS** (More than one may apply)

<input type="checkbox"/> Monthly Flat Rate	<input type="checkbox"/> Quarterly	<input type="checkbox"/> One-Time Payment	<input checked="" type="checkbox"/> Progress Payment
<input type="checkbox"/> Itemized Invoice	<input type="checkbox"/> Withhold    0%	<input type="checkbox"/> Advanced Payment Not To Exceed	
<input type="checkbox"/> Reimbursement/Revenue	\$    \$ 0.00	or	0%
<input type="checkbox"/> Other (Explain)			

**11. PROJECTED EXPENDITURES**

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Greenhouse Gas Reduction Fund	2240 601 3228 Cat.	2023/2024	36	2014	\$ 9,971,048.00
<b>OBJECT CODE</b>					<b>AGREEMENT TOTAL</b>
22402000/45302 = \$9,200,000.00 5432000 - Grants and Subventions - Governmental					\$ 9,971,048.00
22402000/45302 = \$771,048.00 5432500 - Grants and Subventions - Non-Governmental					<b>AMOUNT ENCUMBERED BY THIS DOCUMENT</b>
<b>OPTIONAL USE</b>					<b>PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT</b>
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.					\$ 0.00
					<b>TOTAL AMOUNT ENCUMBERED TO DATE</b>
					\$ 9,971,048.00

<b>ACCOUNTING OFFICER'S SIGNATURE</b>	<b>ACCOUNTING OFFICER'S NAME</b> (Print or Type)	<b>DATE SIGNED</b>
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AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

23-AHSC-17948

AMENDMENT NUMBER

12. AGREEMENT

Table with 5 columns: AGREEMENT, TERM FROM, TERM THROUGH, TOTAL COST OF THIS TRANSACTION, BID, SOLE SOURCE, EXEMPT. Rows include Original, Amendment No. 1, 2, 3, and a TOTAL row.

13. BIDDING METHOD USED:

- Request for Proposal (RFP)
Invitation for Bid (IFB)
Other (Explain) SCM Vol 1, 5.80, B.2.b
Use of Master Service Agreement
Sole Source Contract(Attach STD. 821)

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.)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S). (If an amendment, sole source, or exempt, leave blank.)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a).
Contracting out is justified based on Government Code 19130(b).
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).

Table with 3 columns: AUTHORIZED SIGNATURE, SIGNER'S NAME (Print or Type), DATE SIGNED. All fields are N/A.

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 7.10? No Yes N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? No Yes N/A

21. IS A SIGNED COPY OF THE FOLLOWING FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. Contractor Certification Clauses
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: N/A

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?

(If an amendment, explain changes, if any) No (Explain Below) Yes % of Agreement

N/A

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

N/A

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

Table with 3 columns: SIGNATURE, NAME/TITLE (Print or Type), DATE SIGNED. Name: Contracts Office / Contracts Analyst.



**AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

23-AHSC-17948

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.

DRAFT

*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)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

**STANDARD AGREEMENT**

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

STD 213 (Rev. 04/2020)

23-AHSC-17948

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

## CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

## CONTRACTOR'S NAME

MidPen Housing Corporation, and City and County of San Francisco

2. The term of this Agreement is:

## START DATE

Upon HCD Approval

## THROUGH END DATE

11/30/2043

3. The maximum amount of this Agreement is:

\$9,971,048.00

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	AHSC Program Terms and Conditions	16
Exhibit E	Special Conditions	15
TOTAL NUMBER OF PAGES ATTACHED		40

*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 <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

See Attached

CONTRACTOR BUSINESS ADDRESS

See Attached

CITY

See Attached

STATE

See Attached

ZIP

See Attached

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

See Attached

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

TITLE

Contracts Office Manager,  
Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

**CONTRACTOR**

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**MidPen Housing Corporation**

a California nonprofit public benefit corporation

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

Shwetha Subramanian  
Assistant Secretary

---

Address:

303 Vintage Park Drive, Suite 250  
Foster City, CA 94404

---

**City and County of San Francisco**

a municipal corporation, acting by and through the Mayors Office of Housing and Community Development

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

Eric D. Shaw  
Director, Mayor's Office of Housing and Community Development

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Address:

1 South Van Ness Avenue, Fifth Floor, Attn: MOHCD  
San Francisco, CA 94103

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Prep Date: 10/19/2023

**DRAFT**

## EXHIBIT A

### AUTHORITY, PURPOSE AND SCOPE OF WORK

#### 1. Authority & Purpose

This Standard Agreement, STD 213, (hereinafter “Agreement”) is the result of the Recipient’s application (“Application”) for funding under the Affordable Housing and Sustainable Communities Program (“Program”) pursuant to:

- A. Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Round 7 Program Guidelines dated December 15, 2022 (the “Guidelines”), issued by the State of California, Strategic Growth Council (“SGC”) and as may be amended from time to time; and
- C. The Program’s Notice of Funding Availability (“NOFA”) issued by the Department Housing and Community Development (hereinafter the “Department” or “HCD”), is dated January 30, 2023. References to the NOFA shall include any updates and amendments made thereto.

The Application and the Project Report dated as of the date specified in provision Ex. A-E.1 of Exhibit E of this Agreement (the “Project Report”) including all representations made therein, are hereby incorporated in this Agreement by this reference.

By entering into this Agreement and thereby accepting the award of Program grant funds as detailed in the award letter dated as of the date specified in provision Ex. A-E.2 of Exhibit E (“Award Letter”) (“Grant”), the Recipient agrees to comply with applicable statutory law, Guidelines, the NOFA, and this Agreement, and to abide by the representations made in the Application, and the terms and conditions of the Disbursement Agreement, which is more particularly described in Exhibit B, Section 6 of this Agreement.

#### 2. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, and page 1 of this Exhibit A, in addition:

“Development” refers to the residential rental Affordable Housing Development described in the Application and meeting the criteria set forth in the Project Report

Affordable Housing and Sustainable Communities (AHSC) Program

Round 7 - Grant

NOFA Date: 01/30/2023

Approved Date: 05/03/2023

Prep. Date: 10/19/2023

## EXHIBIT A

providing the affordable housing units, as described therein, in consideration of the award of Program funds. The Development shall meet all the criteria as set forth in the Guidelines.

“Recipient” refers to the entity or entities submitting the Application or to a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page 1 to this Agreement (STD 213). In the case of joint applicants, “Recipient” shall also refer to each applicant or the Department-approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein.

Any reference to a specific “Section” or “section” of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated December 15, 2022. Notwithstanding, if and when SGC amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

### 3. Scope of Work

The Scope of Work (“Work”) for this Agreement shall consist of one or more of the following categories, by or on behalf of the Recipient, within the Program Project Area as detailed in provision A-E.3 of Exhibit E of this Agreement, and the Project Report:

- Housing Related Infrastructure (HRI)
- Program Costs (PGM)
- Sustainable Transportation Infrastructure (STI)
- Transportation-Related Amenities (TRA)

The Department, the Recipient and other parties as required by the Department shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds as more particularly described in Exhibit B, Section 6 hereto.

## EXHIBIT A

At the request of the Department, Recipient shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items listed in the Project Report for which the Recipient's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a re-evaluation of the Application and the reductions or cancellation of the amount of the grant award or may require repayments of any disbursed Program funds and the disencumbrance of Program funds awarded.

The Development that is identified in the Award Letter and described in the Application, and that is supported by the HRI Work, if any, and which is to be developed and constructed by the Recipient, or other developer on behalf of the Recipient, contains the unit mix set forth in provision Ex A-E.4 of Exhibit E of this Agreement.

### A. HRI

The Scope of Work for this Agreement for Housing-Related Infrastructure ("HRI Work") is as set forth in provision Ex. A-E.5 of Exhibit E of this Agreement. The HRI Work is necessary for the development of the Development. The Recipient is responsible for and shall ensure the completion of the HRI Work and the completion and occupancy of the Development in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all HRI Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the HRI Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

### B. Program Costs

The Scope of Work for this Agreement for Program Costs ("PGM Work") is as set forth in provision Ex. A-E.6 of Exhibit E of this Agreement. The Recipient is responsible for and shall ensure the completion of the PGM Work associated with the Program Costs in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all PGM Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the PGM Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

## EXHIBIT A

### C. Sustainable Transportation Infrastructure

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure (“STI Work”) is as set forth in provision Ex. A-E.7 of Exhibit E of this Agreement.

The Recipient is responsible for and shall ensure the completion of the STI Work in accordance with Program requirements, the Application, and the criteria set forth in the Project Report. The Department reserves the right to review and approve all STI Work to be performed by the Recipient in relation to this Agreement. Any revision to the STI Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

### D. Transportation-Related Amenities

The Scope of Work for this Agreement for Transportation-Related Amenities (“TRA Work”) is as set forth in provision Ex. A-E.8 of Exhibit E of this Agreement. The Recipient is responsible for and shall ensure the completion of the TRA Work in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all TRA Work to be performed by the Recipient in relation to this Agreement. Any revision to the TRA Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

## 4. Criteria Applicability

Based on the points awarded to its Application, Recipient assures the Department of the existence of the criteria of Section 107 of the Guidelines as set forth in provision Ex. A-E.9 of Exhibit E of this Agreement.

### A. GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO<sub>2e</sub> over the life of the project is detailed in provision Ex. A-E.10 in Exhibit E of this Agreement. Information on this Project’s GHG scoring data can be located on SGC’s website in a document called Round 7 Data for Public Release.

## EXHIBIT A

5. Performance Milestones

Recipient shall ensure the completion of the Performance Milestones set forth in provision Ex. A-E.11 of Exhibit E of this Agreement by the designated dates contained therein. When Recipient misses or anticipates missing a Performance Milestone deadline, Recipient shall notify the Department in writing as soon as is reasonably practicable. In this notification, Recipient shall explain why the deadline has been or will likely be missed; provide a status update relative to the other Performance Milestone deadlines; and provide assurances that it will meet the remaining Performance Milestone deadlines. Recipient's failure to provide a timely written notification shall be considered a default under this Agreement.

6. HCD Contract Coordinator

The HCD Contract Coordinator of this Agreement for the Department is the Division of State Financial Assistance Loan Closing AHSC Program Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the HCD Contract Coordinator at the following address:

Loan Closing AHSC Program Manager  
Division of State Financial Assistance - Loan Closing Branch  
Department of Housing and Community Development  
P.O. Box 952054  
Sacramento, California 94252-2054

7. Recipient Contact Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in provision Ex. A-E.12 of Exhibit E of this Agreement.



**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Project Sources and Uses**

The sources and uses (“Sources and Uses”) set forth in this Exhibit B contains the cost items for the design, development and construction of the approved Work. Recipient agrees that any cost overruns or increases resulting in a total cost exceeding that set forth therein shall be the responsibility of Recipient.

2. **Contract Amount**

A. For the purposes of performing the Work, the Department agrees to provide the Grant in the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.

- 1) For the purposes of performing the Work related to the HRI, as set forth in provision Ex. A-E.5 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.1 of Exhibit E of this Agreement, in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- 2) For the purposes of performing the Work related to the PGM, as set forth in provision Ex. A-E.6 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.2 of Exhibit E of this Agreement, in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- 3) For the purposes of performing the Work related to the STI, as set forth in provision Ex. A-E.7 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.3 of Exhibit E of this Agreement in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

**EXHIBIT B**

4) For the purposes of performing the Work related to the TRA, as set forth in provision Ex. A-E.8 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.4 of Exhibit E of this Agreement, in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the budget for the designated grant Work, except where Scoring Criteria, total point scores, or overall ranking of the Project is impacted. Reallocation of funds between authorized activities that impact any of these areas will not be allowed. Changes in aggregate of ten percent or less, of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

Where the Sources and Uses set forth in this Exhibit B identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided therein. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Sources and Uses are available for disbursement as provided in this Exhibit and approved for the use specified in the Sources and Uses, except to the extent the Sources and Uses may be updated and modified by the Disbursement Agreement described below. The Recipient shall provide evidence and assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department's review and approval.

4. Completion Dates

- A. Program funds must be disbursed no later than September 30, 2028.
- B. All un-disbursed funds remaining as of September 30, 2028, shall be disencumbered.

**EXHIBIT B**

- C. All invoices for payment must be submitted to the Department no later than March 30, 2028].
- D. This Agreement shall expire on November 30, 2043.

5. Method of Payment

- A. Payment shall be made as reimbursed progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended and disbursed in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Work, an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds. In the event of a conflict between this Agreement and the Disbursement Agreement, as determined by the Department, the terms of the Disbursement Agreement, being the later and more specific document, shall govern; provided however, that no resolution of any such conflict shall be contrary to, or result in a waiver or violation of, the Guidelines or the NOFA.
- B. The requirement for a Disbursement Agreement, set forth in this paragraph, may be waived by the Department where, at its sole discretion, it determines that:
  - 1) Satisfactory completion of the Work has occurred,
  - 2) Proper disbursement and use of Program funds have occurred,

**EXHIBIT B**

- 3) Performance of, and compliance with, all the obligations, terms and conditions of this Agreement have occurred, and,
  - 4) Compliance with all applicable statutes, laws, guidelines, and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient of such information, records, documents, certificates and other material, as it deems necessary to make this determination.
- C. Payee Data Record Form must be filled out by each Recipient receiving grant funds. All payee(s) receiving Grant funds are listed in provision Ex. B-E.5 of Exhibit E of this Agreement.

SOURCES AND USES - HRI  
PROJECT BUDGET

Sources and Uses for the HRI Work are as set forth in provision Ex. B-E.6 of Exhibit E of this Agreement.

SOURCES AND USES – PROGRAM COSTS  
PROJECT BUDGET

Sources and Uses for the PGM Work are as set forth in provision Ex. E-B.7 of Exhibit E of this Agreement.

SOURCES AND USES - STI  
PROJECT BUDGET

Sources and Uses for the STI Work are as set forth in provision Ex. E-B.8 of Exhibit E of this Agreement.

SOURCES AND USES – TRA  
PROJECT BUDGET

Sources and Uses for the TRA Work are as set forth in provision Ex. E-B.9 of Exhibit E of this Agreement.

**EXHIBIT D**

AHSC PROGRAM TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date"). The Recipient agrees that neither the construction of the Development nor the Work has commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, and as set forth in the Project Report, incorporated in this Agreement by reference subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), and in Exhibit B, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the expiration date of the Agreement. Any extension to the expiration date shall require an amendment to this Agreement.

2. Termination

Notwithstanding any other provision of this Agreement, the Department may terminate this Agreement at any time for cause by giving at least 14 days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any General or Special Terms and Conditions of this Agreement. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any Program Grant funds received by the Recipient shall be returned to the Department within 14 days of the Notice of Termination. In the event of withdrawal of the Department's expenditure authority, all obligations of the Department to continue funding any amounts, whether for the benefit of Recipient or any other persons, shall fully and immediately cease and terminate, and the Department shall thereafter have no duty or obligation to undertake or perform any act that it is not legally or practically able to. Department makes no representation or warranty, express or implied, to Recipient or any other persons that all or any portion of the Program Grant Documents will be enforceable after the withdrawal of the Department's funding authority.

3. Program Grant Documents

In addition to this Agreement, the Recipient shall execute and enter into a Disbursement Agreement which shall govern the terms, disbursement and use of the Program funds, the Covenant described below, and other additional agreements and documents, as the

## EXHIBIT D

Department may deem reasonable and necessary to meet the requirements of the Program and the terms and conditions of this Agreement. The Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being constructed.

### 4. Covenant Regarding the Development

Prior to the disbursement of Program funds, the Recipient shall enter into a written Covenant Regarding the Affordable Housing Development ("Covenant") with the Department, and including such other parties as the Department may reasonably require, which shall require the development and construction of the Development with, the number of units and the number of bedrooms per unit, the extent and depth of affordability, as set forth in the Project Report and Exhibit A, and other uses and amenities for which points were granted to the Application. The Covenant shall be recorded against the parcel or parcels of real property on which the Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Development as follows:

- A. For rental affordable housing developments, the Covenant shall require the continuation of the affordability of the Development for a period of not less than 55 years from the date of the filing of a Notice of Completion for the Development.
- B. For homeownership affordable housing developments, the Covenant shall require the continuation of the affordability for a period of no less than 30 years from the date of a filing of a Notice of Completion for the Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.
- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Development in accordance with this Agreement.
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being

**EXHIBIT D**

constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised if the Work is not timely completed, or in the event of an uncured breach of this Agreement.

5. Site Control

The Recipient shall ensure that Site Control of the real property associated with the Work is sufficient to meet the requirements of the Program. This shall include, but not be limited to, sufficient control to ensure the timely commencement and completion of the Work as determined by the Department. Site control of the real property on which the Work will occur may be evidenced by one of the following:

- A. Fee title;
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements;
- C. An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;
- D. An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency;
- E. An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
- F. An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site, provided that the major terms of the acquisition have been agreed to by all parties; or
- G. A land sales contract or enforceable agreement for acquisition of the property.

The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Work and provide evidence of such instruments prior to the first disbursement of Program funds.

**EXHIBIT D**

6. Appraisals

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Work, prepared in a form, and by a qualified appraiser, acceptable to the Department.

7. Relocation Plan

If there is, or will be any residential or commercial displacement directly or indirectly caused by the Work, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and the regulations adopted by the Department in California Code of Regulations, Title 25, section 6000 et seq. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department. Should a relocation plan not be required, Recipient must provide documentation for Department approval that there are no relocation requirements.

8. Article XXXIV

The Recipient shall deliver to the Department satisfactory evidence that the requirements of Article XXXIV of the California Constitution are inapplicable or have been satisfied.

9. Environmental Conditions

The Recipient shall provide to the Department the following:

- A. All Environmental Site Assessment (“ESA”) Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Work, in conformance with ASTM Standard Practice E 1527, evaluating whether the Work is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all ESA Report recommendations including remediation and/or mitigation work have been completed.
- C. Mitigation requirements required as a result of the Final Environmental Impact Report (“EIR”) or Mitigated Negative Declaration if applicable and evidence



**EXHIBIT D**

satisfactory to the Department that all mitigation requirements have been satisfied.

10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Recipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Work, the Recipient, its Contractors or Subcontractors, and any Grant activity.

11. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Recipient shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

12. Milestones

Recipient shall ensure the completion of the Performance Milestones set forth in the Project Report and Exhibit A of this Agreement, and as further set forth in the Disbursement Agreement by the designated dates. Recipient shall timely inform the Department when a milestone is missed or at risk of being missed, provide an update of these timelines and provide assurances from the Recipient for timely completion of the remaining Milestones. Failure to timely notify the Department shall be considered a default under this Agreement.

13. Insurance

The Recipient shall have and maintain in full force and effect forms of insurance, at such levels and for such periods, in accordance with the Disbursement Agreement.

14. Change of Conditions

## EXHIBIT D

Notwithstanding the Department's obligation to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Recipient's need for Program funds based on new information or funding sources associated with the Work. If the Department determines that the Program funds, or a portion thereof, are no longer necessary to complete the Work, the Department may reduce the amount of the Grant accordingly. In the event the Department determines the Work is no longer financially feasible, any Grant commitment issued by the Department and this Agreement may be terminated.

### 15. Obligations of Recipient with Respect to Certain Third-Party Relationships

The Recipient shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Work with respect to which assistance is being provided under this Agreement. The Recipient shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Work in accordance with this Agreement.

### 16. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

### 17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's performance of the Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence, or other writings relating to Recipient's relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department and to the extent necessary to ensure compliance with Program requirements and this Agreement.

## DESIGN REQUIREMENTS

Affordable Housing and Sustainable Communities (AHSC) Program  
Round 7 - Grant  
NOFA Date: 01/30/2023  
Approved Date: 05/03/2023  
Prep. Date: 10/19/2023

**EXHIBIT D**

18. Architect

The Recipient shall utilize the services of an architect and/or an engineer to provide professional design and engineering services for the Work. The contract shall require an architect and/or an engineer to supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 33 of these Program Terms and Conditions. At the request of the Department, Recipient shall submit any and all contracts for these services to the Department for its review and approval.

19. Plans and Specifications and Project Cost Estimates

At the request of the Department, the Recipient shall submit plans and specifications and project cost estimates for the Work to the Department for its review and approval. The Work shall be constructed in substantial compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

20. Reasonable Development Costs

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Work are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third-party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

21. Adaptability and Accessibility

The Work shall comply with all applicable federal, state and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction and rehabilitation of projects.

22. Acoustics Report

Upon request, the Recipient shall provide the Department with an acoustics report for the Affordable Housing Development in form acceptable to the Department.

23. Approval by Public Works Department

## EXHIBIT D

Where approval by a local public works department, or its equivalent, is required for the Work, the Recipient must submit, prior to the disbursement of Grant funds, a statement from that department, or other documentation acceptable to the Department, indicating that the Work has been approved by that department.

### CONSTRUCTION REQUIREMENTS

#### 24. Construction Contract

Except for work performed by its own employees, the Recipient shall enter into a written construction contract or contracts ("Construction Contract(s)") with a duly licensed contractor or contractors ("Contractor(s)") for the construction activities of the Work. The Construction Contract(s) shall require, where applicable, prevailing wages be paid in conformance with Labor Code section 1720 et seq. and applicable provisions of this Agreement. The Construction Contract(s) and any amendments thereto shall be subject to the prior approval of the Department.

#### 25. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Work by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to 100 percent of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least 12 months after completion. The Payment Bond shall be in an amount at least equal to 100 percent of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Work and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

#### 26. Prevailing Wages

Pursuant to Section 113 of the Guidelines, Recipient will ensure compliance with State Prevailing Wage Law (Labor Code Sections 1720-1781).

**EXHIBIT D**

27. Construction Phase Information

If requested by the Department, the Recipient shall provide the Department:

- A. Information during the construction period, including but not limited to all change orders and modifications to the construction documents, and all inspection reports of the Work. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.
- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Development architect and other consultants, and information relative to the Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Housing Development. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

28. Signage

- A. Recipient shall place signs on the construction site for the Work stating that the Department is providing financing through the Program in an appropriate location(s), typeface and size containing the message set forth in provision Ex. E-D.1 of Exhibit E of this Agreement.
- B. The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the

**EXHIBIT D**

acknowledgment and/or logo of one or more other public lenders or grantors, the acknowledgement and logos required by this Paragraph 28 shall also be displayed in a similar size and layout. Copies of the Department, SGC and California Climate Investments (“CCI”) logos can be obtained by contacting the HCD Contract Coordinator.

- C. Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Work by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

**INSPECTION OF GRANT ACTIVITIES**

29. **Site Inspection**

The Department reserves the right, upon reasonable notice, to inspect the Work site and any structures or other improvements thereon to determine whether the Work site meets the requirements of Program and this Agreement. If the Department reasonably determines that the site is not acceptable for the proposed Work in accordance with the Guidelines, the Department reserves the right to cancel its funding commitment and this Agreement.

30. **Work Inspection**

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Work to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and /or local requirements, the Guidelines and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.
- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s) to

**EXHIBIT D**

correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.

- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.
- D. The Department shall have no affirmative duty to inspect the Work and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Work.

31. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Work. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.

**EXHIBIT D**

- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- F. If so directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

**COMPLETION OF CONSTRUCTION**

32. **Relocation Plan Implementation Report**

The Recipient shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all recipients of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each recipient.

33. **Architect Certification**

Where required by the Department, the Recipient shall cause the Work architect(s) or other appropriate professional to certify to the Department, in form acceptable to the Department, that all construction is completed in accordance with the "as-built" Plans and Specifications and in compliance with all applicable federal, state and local laws relating to disabled accessibility.

34. **Cost Certification**

At the request of the Department, the Recipient shall submit a Work cost certification that shall have been audited by an independent certified public accountant in accordance with the requirements of the Department and the California Tax Credit Allocation Committee, if applicable. The Recipient (and the developer or builder if there is an identity of interest with the Recipient) shall keep and maintain records of all



**EXHIBIT D**

construction costs not representing work done under the construction contract and to make such records available for review by the Department.

35. Recorded Notice of Completion

The Recipient shall provide to the Department a certified copy of any Notice of Completion for the Development recorded in the county in which the Development is located.

36. “As-Built” Plans and Specifications

Upon completion, at the request of the Department, the Recipient shall submit “as-built” plans and specifications for the Work and Development acceptable to the Department.

AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS

37. Confirmation of Permitted Housing Units

Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for the Development. The housing units to be developed in the Development must be completed, as evidenced by receipt of a certificate of occupancy, within the time period established in this Agreement.

REPORTING REQUIREMENTS

38. Reports on California Climate Investments

Upon Department’s request, Recipient shall provide to the Department any and all necessary data that it is legally and factually able to provide that is required to be reported pursuant to the most recently adopted Funding Guidelines for California Climate Investments by the California Air Resources Board.

39. Reports on Work

Recipient shall submit, upon request of the Department, a periodic performance report regarding the construction or implementation of the Work. The reports will be filed on forms provided by the Department.

40. Reports on Affordable Housing Development

**EXHIBIT D**

Recipient shall submit to the Department periodic reports, as required by the Department, but not less than annually, describing the development, construction and occupancy of the Development and the housing designated in the Application. The report shall include, but not limited to, information regarding unit affordability and occupancy, construction and permanent financing evidenced by commitment letters, and a construction and completion schedule demonstrating compliance with this Agreement and the Guidelines. The reports will be filed on forms provided by the Department.

41. Updated Information

Recipient shall provide the Department updated documentation for any substantial change in the information previously provided relating to the Work and the conditions described above.

42. Monitoring Requirements

The Program may perform program and/or fiscal monitoring of the Grant. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Work files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

REPAYMENT OF GRANT FUNDS

43. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, including without limitation, the times for commencement and completion of the construction of the Development and the housing designated in the Application as set forth in this Agreement, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than 30 days. If the breach or violation is not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed work.

**EXHIBIT D**

- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Work in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or any law.
- D. This Agreement may be canceled by the Department under any of the following conditions:
  - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement;
  - 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Agreement;
  - 3) Construction of the Work or Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement; and,
  - 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

44. AHSC Cross-Default Provision

- A. This award was based on the total points awarded the Recipient's Application, during a highly competitive process. The Application proposed an integrated combination of some or all of the following Project components:

Affordable Housing Development (AHD);  
Housing-Related Infrastructure (HRI);  
Sustainable Transportation Infrastructure (STI);  
Transportation-Related Amenities (TRA); and  
Program (PGM)

The Application's point score was based, in part, on the Project's total projected reduction of greenhouse gas (GHG) emissions. The Project components (AHD, HRI, STI, TRA, and PGM) that were proposed in the Application and approved by the Department must be completed in order to achieve this projected reduction of GHG emissions.

**EXHIBIT D**

- B. By executing this Agreement, the Recipient acknowledges and agrees, that in the event the AHD component is not timely completed pursuant to Program requirements, that the Recipient will no longer qualify for the Grant award. In that event, all disbursements of Grant funds will cease, and the Recipients will be responsible for repayment of all disbursed Grant funds.
- C. The Department recognizes that the Recipient may enter into a separate side agreement to address each individual Recipient entity's responsibilities with respect to each other and with regard to the Program Grant funds and Program Loan Funds; provided, however, in no event shall any such agreement alter or amend the respective obligations of the Recipients to the Department under the applicable Grant Documents or Program Loan Documents, including the joint and several nature thereof.

45. Departmental Cross-Default Provision

In the event the Project or Development is or has been awarded any other Departmental grant or loan funding in addition to the Program Loan and Program Grant contemplated by the Award Letter from the Department to Recipient (each such funding, including the Program Loan and Program Grant referenced in the Award Letter, being a "Departmental Funding"), then each Departmental Funding will be cross-defaulted to the other Departmental Funding so that:

- A. the compliance by the obligated party(ies) under the Department's documentation relating to one Departmental Funding shall be a condition precedent to the funding and disbursement of the funds to be provided under all of the other Departmental Fundings; and
- B. a default under one Departmental Funding shall constitute a default under all of the other Departmental Fundings.

The loan and grant documentation for each Departmental Funding shall reflect the cross-defaulted nature of all such fundings.

**EXHIBIT E**

PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. Project-Specific Provisions

The following are project-specific terms and conditions (and shall inform the references made to project-specific information not contained in prior exhibits).

Provision Ex. A-E.1 (As Referenced in Exhibit A, section 1)

The Project Report is dated September 29, 2023.

Provision Ex. A-E.2 (As Referenced in Exhibit A, section 1)

The Award Letter is dated September 1, 2023.

Provision Ex. A-E.3 (As Referenced in Exhibit A, section 3)

The Scope of Work (“Work”) for this Agreement shall consist of one or more of the following categories, by or on behalf of the Recipient, within the Program Project Area:

Included (“x”)	Grant Award Categories
	Housing Related Infrastructure (HRI)
x	Program Costs (PGM)
x	Sustainable Transportation Infrastructure (STI)
x	Transportation-Related Amenities (TRA)

**EXHIBIT E**

Provision Ex. A-E.4 (As Referenced in Exhibit A, section 3)

The Development that is identified in the Award Letter and described in the Application, and that is supported by the HRI Work, if any, and which is to be developed and constructed by the Recipient, or other developer on behalf of the Recipient, contains the following unit mix:

850 Turk Street San Francisco, CA 94102 San Francisco County		850 Turk Street		
Enter the number of units by bedroom size and income limit.				
# of Bedrooms	# of Project Units	AHSC Assisted Units*	Income Limit (Percent of AMI)	TOTAL RESTRICTED UNITS**
0	8	8	30%	8
0	12	12	40%	12
0	8	8	50%	8
1	5	5	30%	5
1	5	5	40%	5
1	3	3	50%	3
1	3	3	60%	3
2	6	6	30%	6
2	6	6	40%	6
2	4	4	50%	4
2	4	4	60%	4
3	6	6	30%	6
3	9	9	40%	9
3	6	6	50%	6
3	6	6	60%	6
2	1	1	manager	0

**EXHIBIT E**

Total Project Units	92	91		91
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\* Rental Affordable Housing Developments must include at least 20 percent of the total residential units as Affordable Units with an overall Project average affordability of all Restricted Units within the Project no greater than 50 percent represented by Area Median Income (AMI).

\*\*Total Restricted units include all units restricted by the Program and the Tax Credit Allocation Committee (TCAC). The HRI Grant amount, if any, was calculated based on the number of Total Restricted Units.

Provision Ex. A-E.5 (As Referenced in Exhibit A, section 3A)

Housing Related Infrastructure

The Scope of Work for this Agreement for Housing Related Infrastructure (“HRI Work”) shall consist of the following:

N/A

Provision Ex. A-E.6 (As Referenced in Exhibit A, section 3B)

Program Costs

The Scope of Work for this Agreement for Program (PGM) Costs (“PGM Work”), shall consist of the following:

PGM#1 Component will provide on-site instructor-led adult education, health and wellness, or skill building classes to AHD residents.

PGM#2 Component will provide one transit pass per unit with a minimum value of 40 average commute-length rides per month, as determined by San Francisco Municipal Transportation Agency, for three years, free of charge to the residents.

PGM#3 Component will partner with Eviction Defense Collaborative (EDC) to support primarily low-income BIPOC tenants and City of San Francisco shelter residents

## EXHIBIT E

struggling with rent increases, evictions, housing discrimination, and landlord harassment by providing free legal representation.

PGM#4 Component will partner with the San Francisco Office of Economic and Workforce Development, via Mission Hiring Hall, to share construction industry workforce opportunities and provide application support to targeted disadvantaged populations with a goal of addressing the lack of equity and representation in sustainable employment pathways within the local community.

Provision Ex. A-E.7 (As Referenced in Exhibit A, section 3C)

### Sustainable Transportation Infrastructure

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure (“STI Work”) shall consist of the following:

STI#1 Component will partner with the City of San Francisco to improve transit reliability through traffic signal upgrades on five transit routes and will increase bicycle and pedestrian safety by restricting private vehicle use on the street, upgrading protections to existing bicycle facilities, and improving 20 crosswalks, 10 ADA curb ramps, pedestrian signals, and other walking infrastructure. The STI work is within the 1.0 mi-radius Project Area.

Provision Ex. A-E.8 (As Referenced in Exhibit A, section 3D)

### Transportation-Related Amenities

The Scope of Work for this Agreement for Transportation-Related Amenities (“TRA Work”) shall consist of the following:

TRA#1 component will partner with the City of San Francisco to improve transit accessibility by installing four new bus bulb outs wide enough to increase rider circulation and accommodate users currently unable to access the stops, such as those using wheelchairs. The TRA work is within the 1.0 mi-radius Project Area.

Provision Ex. A-E.9 (As Referenced in Exhibit A, section 4)

### Criteria Applicability

Based on the points awarded to its Application, Recipient assures the Department of the existence of the following criteria of Section 107 in the Guidelines

Affordable Housing and Sustainable Communities (AHSC) Program

Round 7 - Grant

NOFA Date: 01/30/2023

Approved Date: 05/03/2023

Prep. Date: 10/19/2023



**EXHIBIT E**

AHSC Round 6 Guidelines, Section 107 Reference	Application Score
(a) GHG Transit	
(b) GHG Housing, Active Transportation, and Renewable Energy	
(c) GHG Efficiency	9
(d) Active Transportation Improvements	12
(e) Green Buildings and Renewable Energy	3
(f) Housing and Transportation Collaboration	10
(g) Location Efficiency and Access to Destinations	3.00
(h) Funds Leveraged	4
(i) Anti-Displacement Strategies	4
(j) Local Workforce Development & Hiring Practices.	3
(k) Housing Affordability	3
(l) Programs	3
(m) Collaboration & Planning	4
(n) Community Benefits & Engagement	6
(o) Community Climate Resiliency	3
(p) Community Air Pollution Exposure Mitigation	

Provision Ex. A-E.10 (As Referenced in Exhibit A, section 4A)

GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO<sub>2</sub>e over the life of the project is 19,994. This information can be found on the SGC's website in a document titled Round 7 Data for Public Release

**EXHIBIT E**

Provision Ex. A - E.11 (As Referenced in Exhibit A, section 5)

Performance Milestones

Recipient shall ensure the completion of the Performance Milestones set forth by the designated dates as found below:

HRI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed Development detailing the terms and conditions of the Project development.	N/A
Site Control of Development site(s) by proposed housing developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	N/A
Obtaining all necessary and discretionary public land use approvals.	N/A
Obtaining all enforceable funding commitments for at least the first phase of the Development supported by HRI.	N/A
Obtaining all enforceable funding commitments for all construction period financing for the HRI.	N/A
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.	N/A
Submission of final construction drawings and specifications to the appropriate local building department or permitting authority.	N/A
Commencement of construction of the HRI.	N/A
Construction of HRI complete.	N/A
Program funds fully disbursed.	N/A

**EXHIBIT E**

PGM PERFORMANCE MILESTONES	DATE
Identification and commitment of program operator and partners.	10/31/2024
Completion of a business or a work plan.	
Program funds fully disbursed.	08/30/2028

STI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the STI Work detailing the terms and conditions of the Project development.	10/31/2024
Site Control of STI site(s) by proposed developer.	
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	10/15/2019
Obtaining all necessary and discretionary public land use approvals.	
Submission of final construction drawings and specifications to the appropriate local permitting authority.	04/01/2026
Commencement of construction of STI.	04/01/2027
Construction completion of STI and closeout.	04/01/2028
Program funds fully disbursed.	08/30/2028

**EXHIBIT E**

TRA PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the TRA Work detailing the terms and conditions of the Project development.	10/31/2024
Site Control of TRA site(s) by proposed developer.	
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	10/15/2019
Obtaining all necessary and discretionary public land use approvals.	
Submission of final construction drawings and specifications to the appropriate local permitting authority.	04/01/2026
Commencement of construction of TRA.	04/01/2027
Construction completion of TRA and closeout.	04/01/2028
Program funds fully disbursed.	08/30/2028

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Provision Ex. A-E.12 (As Referenced in Exhibit A, section 7)

Affordable Housing and Sustainable Communities (AHSC) Program  
 Round 7 - Grant  
 NOFA Date: 01/30/2023  
 Approved Date: 05/03/2023  
 Prep. Date: 10/19/2023

**EXHIBIT E**

Recipient Contact Coordinator

The Recipient's Contract Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the contact at the following address:

Recipient:	City and County of San Francisco
Authorized Representative Name:	Sara Amaral
Authorized Representative Title:	Director of Housing Development
Address:	1 South Van Ness Avenue 5 <sup>th</sup> Floor San Francisco, CA 94103
Phone No.:	628-652-5808
Email:	Sara.amaral@sfgov.org

Recipient:	MidPen Housing Corporation
Authorized Representative Name:	Shwetha Subramanian
Authorized Representative Title:	Assistant Secretary
Address:	303 Vintage Park Dr. STE 250 Foster City, CA 94404
Phone No.:	510-426-5677
Email:	Shwetha.subramanian@midpen-housing.org

**EXHIBIT E**

Provision Ex. B-E.1 (As Referenced in Exhibit B, section 2(A)(1))

For the purposes of performing the HRI Work, as set forth in provision Ex. A-E.5 of this Exhibit E, the Department agrees to provide N/A.

Provision Ex. B-E.2 (As Referenced in Exhibit B, section 2(A)(2))

For the purposes of performing the PGM Work, as set forth in provision Ex. A-E.6 of this Exhibit E, the Department agrees to provide \$771,048.

Provision Ex. B-E.3 (As Referenced in Exhibit B, section 2(A)(3))

For the purposes of performing the STI Work, as set forth in provision Ex. A-E.7 of this Exhibit E, the Department agrees to provide \$7,700,000.

Provision Ex. B-E.4 (As Referenced in Exhibit B, section 2(A)(4))

For the purposes of performing the TRA Work, as set forth in provision Ex. A-E.8 of this Exhibit E, the Department agrees to provide \$1,500,000.

Provision Ex. B-E.5 (As Referenced in Exhibit B, section 6)

Payee Name	Activity	Award Amount
City & County of San Francisco	STI	\$7,700,000
	TRA	\$1,500,000
	PGM	\$771048

**EXHIBIT E**

Provision Ex. B - E.6 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES - HRI  
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
850 Turk Street			N/A	
ESTIMATED HRI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
<b>PROJECT ACTIVITY (HARD COSTS)</b>				
Total Project Activity Costs		\$0	\$0	\$0
<b>SOFT COSTS AND OTHER PROJECT RELATED COSTS</b>				
Total Soft Cost and Other Project Related Costs		\$0	\$0	\$0
<b>TOTAL PROJECT COSTS</b>		\$0	\$0	\$0

**EXHIBIT E**

Provision Ex. B-E.7 (As Referenced in Exhibit B, section 6C)

**SOURCES AND USES – PROGRAM COSTS**  
**PROJECT BUDGET**

BUDGET AND SOURCES				
850 Turk Street			City and County of San Francisco	
ESTIMATED PROGRAM COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
<b>SOFT COST AND OTHER PROJECT RELATED COSTS</b>				
Total Soft Cost and Other Project Related Costs		\$0	\$0	\$0
<b>TOTAL PROGRAM COSTS</b>		\$771,048	\$771,048	\$0



**EXHIBIT E**

Provision Ex. B-E.8 (As Referenced in Exhibit B, section 6C)

**SOURCES AND USES - STI**  
**PROJECT BUDGET**

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
850 Turk Street			City and County of San Francisco	
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
<b>PROJECT ACTIVITY (HARD COSTS)</b>				
Total Project Activity Costs		\$7,800,000	\$5,843,000	\$1,957,000
<b>SOFT COSTS AND OTHER PROJECT RELATED COSTS</b>				
Total Soft Cost and Other Project Related Costs		\$2,900,000	\$1,857,000	\$1,043,000
<b>TOTAL PROJECT COSTS</b>		<b>\$10,700,000</b>	<b>\$7,700,000</b>	<b>\$3,000,000</b>

Provision Ex. B-E.9 (As Referenced in Exhibit B, section 6C)

**SOURCES AND USES – TRA**

Affordable Housing and Sustainable Communities (AHSC) Program  
 Round 7 - Grant  
 NOFA Date: 01/30/2023  
 Approved Date: 05/03/2023  
 Prep. Date: 10/19/2023

**EXHIBIT E**

**PROJECT BUDGET**

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
850 Turk Street			City and County of San Francisco	
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
<b>PROJECT ACTIVITY (HARD COSTS)</b>				
Total Project Activity Costs		\$1,350,000	\$1,350,000	\$0
<b>SOFT COSTS AND OTHER PROJECT RELATED COSTS</b>				
Total Soft Cost and Other Project Related Costs		\$150,000	\$150,000	\$0
<b>TOTAL PROJECT COSTS</b>		\$1,500,000	\$1,500,000	\$0

Provision Ex. D-E.1 (As Referenced in Exhibit D, section 28)

Affordable Housing and Sustainable Communities (AHSC) Program  
 Round 7 - Grant  
 NOFA Date: 01/30/2023  
 Approved Date: 05/03/2023  
 Prep. Date: 10/19/2023

**EXHIBIT E**

850 Turk Street

THIS PROJECT HAS BEEN MADE POSSIBLE  
BY FINANCING FROM

CALIFORNIA CLIMATE INVESTMENTS  
(Funded through the GREENHOUSE GAS REDUCTION FUND)  
AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM  
THROUGH THE  
STRATEGIC GROWTH COUNCIL AND  
THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

2. Special Conditions

DRAFT