

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

2020 W. El Camino Avenue, Suite 670, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov



June 23, 2020

Ramie Dare, Vice President
Mercy Housing California
1256 Market Street
San Francisco, CA 94102

Daniel Adams, Acting Director
Mayor's Office of Housing and Community
Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Dear Ramie Dare and Daniel Adams:

**RE: Award Announcement – Infill Infrastructure Grant Program
October 30, 2019 Large Jurisdiction NOFA
Mercy Housing California and City and County of San Francisco –
Sunnydale HOPE SF Block 3B
Contract No. 19-IIG-14391**

The California Department of Housing and Community Development (Department) is pleased to announce Mercy Housing California and the City and County of San Francisco (Awardees) have been awarded an Infill Infrastructure Grant (IIG) Program of 2019 Large Jurisdiction award in the amount of \$6,500,000. This letter constitutes notice of the designation of IIG program funds for the Awardees.

Awardees will be able to draw down funds when the standard agreement is fully executed, and any general and special conditions have been cleared in writing. In addition, expenditures may not be incurred prior to the execution of the standard agreement.

Congratulations on your successful application. For further information, please contact John Nunn, IIG Program Manager, Program Design and Implementation Branch – Climate Programs (916) 274-0575 or John.Nunn@hcd.ca.gov.

Sincerely,

Jennifer Seeger
Acting Deputy Director

1 [Apply for Grant - Sunnydale Block 3B Housing Partners, L.P. - Assumption of Liability -
2 Department of Housing and Community Development Infill Infrastructure Program -
3 Sunnydale Block 3B]

4 **Resolution authorizing the Mayor's Office of Housing and Community Development,**
5 **on behalf of the City and County of San Francisco, to execute a grant application, as**
6 **defined herein, under the Department of Housing and Community Development Infill**
7 **Infrastructure ("IIG") Program as a joint applicant with Sunnydale Block 3B Housing**
8 **Partners, L.P., a California limited partnership, for the 100% affordable housing**
9 **project identified as identified as Sunnydale Block 3B in the Sunnydale HOPE SF**
10 **Development Agreement; authorizing the City to assume any joint and several**
11 **liability for completion of the projects required by the terms of any grant awarded**
12 **under the IIG Program; and adopting findings under the California Environmental**
13 **Quality Act ("CEQA"), the CEQA Guidelines, and Administrative Code, Chapter 31.**

14
15 WHEREAS, The State of California Department of Housing and Community
16 Development ("Department") has issued a Notice of Funding Availability ("NOFA") dated
17 October 30, 2019, under the Infill Infrastructure ("IIG") Program established under Division
18 31, Part 12.5 of the Health and Safety Code commencing with Section 53559; and

19 WHEREAS, The Department is authorized to approve funding allocations for the IIG
20 Program, subject to the terms and conditions of the NOFA IIG Program Grant Guidelines
21 adopted by the Department on October 30, 2019 ("Program Guidelines"), an application
22 package released by the Department for the IIG Program ("Application Package"), and an
23 IIG standard agreement with the State of California ("Standard Agreement"), the
24 Department is authorized to administer the approved funding allocations of the IIG
25 Program; and

1 WHEREAS, The IIG Program provides infrastructure grants for Capital
2 Improvement Projects in support of Qualifying Infill Projects or Qualifying Infill Areas to
3 applicants identified through a competitive process for the development of projects that,
4 per the Program Guidelines, support higher-density affordable and mixed-income housing
5 and mixed-use infill developments; and

6 WHEREAS, The IIG Program requires that joint applicants for a project will be held
7 jointly and severally liable for completion of such project; and

8 WHEREAS, Sunnydale Block 3B Housing Partners, L.P., a California limited
9 partnership ("Developer"), has requested the City and County of San Francisco (the
10 "City"), acting by and through the Mayor's Office of Housing and Community Development
11 ("MOHCD"), to be a joint applicant for an 84 unit, 100% affordable housing project, with
12 15,000 square feet of ground floor commercial space (the "Project") identified as
13 Sunnydale Block 3B ("Sunnydale Block 3B"); in Sunnydale HOPE SF Development
14 Agreement (File Number 161164); and

15 WHEREAS, By Ordinance No. 20-17, the Board of Supervisors made findings
16 under the California Environmental Quality Act (Public Resources Code, Sections 21000
17 et seq.) and findings of consistency with the General Plan, and the eight priority policies of
18 Planning Code, Section 101.1, which Ordinance is on file with the Clerk of the Board of
19 Supervisors in File No. 161309 and is incorporated herein by reference; and

20 WHEREAS, The City, acting by and through MOHCD, desires to apply for IIG
21 Program funds and submit an Application Package as a joint applicant with the Developer;
22 and

23 RESOLVED, That the Board of Supervisors delegates to MOHCD, on behalf of the
24 City, the authority to execute an application to the IIG Program as detailed in the NOFA
25 dated October 30, 2019, in a total amount not to exceed \$6,500,000 of which the entire

1 amount will be provided as a as a grant for Capital Infrastructure Improvements as defined
2 the IIG Program Guidelines and sign the IIG Program documents; and, be it

3 FURTHER RESOLVED, The Board of Supervisors specifically agrees that the City
4 shall assume any joint and several liability for completion of the Project required by the
5 terms of any grant awarded to the City and the Developer under the IIG Program; and, be
6 it

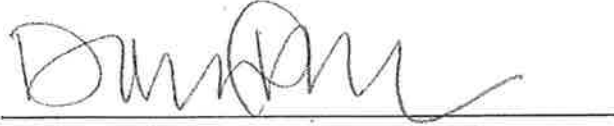
7 FURTHER RESOLVED, That the Board of Supervisors acknowledges that if the
8 Application is successful, the City, through MOHCD, shall seek Board of Supervisors
9 approval of the IIG Standard Agreement, with terms and conditions that IIG Program funds
10 are to be used for allowable capital asset project expenditures to be identified in the
11 Standard Agreement, that the Application Package in full is incorporated as part of the
12 Standard Agreement, and that any and all activities funded, information provided, and
13 timelines represented in the application are enforceable through the Standard Agreement;
14 and, be it

15 FURTHER RESOLVED, That the Board of Supervisors authorizes the Acting
16 Director of MOHCD (or his designee) to execute and deliver any documents in the name
17 of the City that are necessary, appropriate or advisable to secure the IIG Program funds
18 from the Department, and all amendments thereto, and complete the transactions
19 contemplated herein and to use the funds for eligible capital asset(s) in the manner
20 presented in the application as approved by the Department and in accordance with the
21 NOFA and Program Guidelines and Application Package; and, be it

22 FURTHER RESOLVED, That all actions authorized and directed by this Resolution
23 and heretofore taken are ratified, approved and confirmed by this Board of Supervisors.
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RECOMMENDED:



A handwritten signature in black ink, appearing to read 'Dan Adams', is written over a solid horizontal line.

Daniel Adams, Acting Director,

Mayor's Office of Housing and Community Development



City and County of San Francisco

Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 191290

Date Passed: January 14, 2020

Resolution authorizing the Mayor's Office of Housing and Community Development, on behalf of the City and County of San Francisco, to execute a grant application, as defined herein, under the Department of Housing and Community Development Infill Infrastructure ("IIG") Program as a joint applicant with Sunnydale Block 3B Housing Partners, L.P., a California limited partnership, for the 100% affordable housing project identified as identified as Sunnydale Block 3B in the Sunnydale HOPE SF Development Agreement; authorizing the City to assume any joint and several liability for completion of the projects required by the terms of any grant awarded under the IIG Program; and adopting findings under the California Environmental Quality Act ("CEQA"), the CEQA Guidelines, and Administrative Code, Chapter 31.


January 08, 2020 Budget and Finance Committee - RECOMMENDED


January 14, 2020 Board of Supervisors - ADOPTED

Ayes: 11 - Fewer, Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani, Walton and Yee

File No. 191290

I hereby certify that the foregoing
Resolution was ADOPTED on 1/14/2020 by
the Board of Supervisors of the City and
County of San Francisco.


Angela Calvillo
Clerk of the Board


London N. Breed
Mayor

1/24/20
Date Approved



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Certified Copy

Resolution

191290 [Apply for Grant - Sunnydale Block 3B Housing Partners, L.P. - Assumption of Liability - Department of Housing and Community Development Infill Infrastructure Program - Sunnydale Block 3B]

Sponsors: Mayor; Walton

Resolution authorizing the Mayor's Office of Housing and Community Development, on behalf of the City and County of San Francisco, to execute a grant application, as defined herein, under the Department of Housing and Community Development Infill Infrastructure ("IIG") Program as a joint applicant with Sunnydale Block 3B Housing Partners, L.P., a California limited partnership, for the 100% affordable housing project identified as identified as Sunnydale Block 3B in the Sunnydale HOPE SF Development Agreement; authorizing the City to assume any joint and several liability for completion of the projects required by the terms of any grant awarded under the IIG Program; and adopting findings under the California Environmental Quality Act ("CEQA"), the CEQA Guidelines, and Administrative Code, Chapter 31. (Mayor's Office of Housing and Community Development)

1/14/2020 Board of Supervisors - ADOPTED

Ayes: 11 - Fewer, Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani, Walton and Yee

1/24/2020 Mayor - APPROVED

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

CLERK'S CERTIFICATE

I do hereby certify that the foregoing Resolution is a full, true, and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County of San Francisco.

February 11, 2020

Date

f Angela Calvillo

Clerk of the Board

Office of the Mayor

News Releases

The latest news and announcements from Mayor London N. Breed

Mayor London Breed Appoints Eric Shaw to Serve as Director of the Office of Housing and Community Development

Posted Date: Tuesday, April 21, 2020

Shaw will assume leadership of the Mayor's Office of Housing and Community Development, which is tasked with developing affordable housing and ensuring local communities have access to essential resources.

San Francisco, CA – Mayor London N. Breed today announced the appointment of Eric D. Shaw as the new Director of the Mayor's Office of Housing and Community Development (MOHCD). Shaw's appointment as Director follows a comprehensive, nationwide search for the position. Former MOHCD Deputy Director of Housing Dan Adams had been serving as Acting Director of the agency since July 2019. Shaw's first day will be April 27, 2020.

"Creating affordable housing and building strong communities is critical to ensure that all of our neighborhoods in San Francisco are well-served," said Mayor Breed. "Eric has extensive experience in community planning and I'm looking forward to working with him to create a more affordable and equitable San Francisco. I would also like to thank Dan Adams for stepping into the role of Acting Director these past few months. With his leadership, MOHCD's housing and community development work has continued to expand, and I wish him the very best in his future endeavors."

"I am honored to be selected by Mayor Breed to lead the Mayor's Office of Housing and Community Development during this critical time in San Francisco's history," said Eric Shaw. "I am looking forward to being part of the Mayor's team to create more housing and make San Francisco a more affordable and equitable place to live. With the current Coronavirus pandemic, MOHCD's services are more important than ever, especially in our vulnerable communities."

Most recently, Shaw served as an advisor to the California Governor's Office of Emergency Services (Cal OES), where he coordinated community planning and engagement activities associated with recovery from the 2018 Camp Fire. Prior to his work at Cal OES, Shaw was the Director of the Office of Planning for Washington, D.C., and was the Director of Community and Economic Development for Salt Lake City. He has experience working in the Bay Area for Silicon Valley Community Foundation and the San Jose Redevelopment Agency.

He is a graduate of both UCLA and the Harvard University Graduate School of Design. Shaw brings a wealth of applicable experience to MOHCD, having worked extensively in and held leadership positions in both the public and non-profit sectors.

"The last 9 months I've served as Acting Director have been the most rewarding of my career," said MOHCD Acting Director, Dan Adams. "It's been an incredible honor to have been of service to Mayor Breed, to MOHCD, and to the City of San Francisco."

Dan Adams was appointed Acting Director by Mayor Breed in summer 2019. During Acting Director Adams's tenure, he advanced MOHCD's activities across its multiple program areas including new construction, acquisition and preservation, homeownership, and community development. Under his leadership, MOHCD supported the stabilization of operations at the San Francisco Housing Authority, completed construction on the first public housing replacement homes at Sunnysdale, and created its first internal Racial Equity Action Plan.

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AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER 19-IIG-14391	AMENDMENT NUMBER
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1. CONTRACTOR'S NAME Mercy Housing California, and City and County of San Francisco	2. FEDERAL I.D. NUMBER N/A
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3. AGENCY TRANSMITTING AGREEMENT Housing and Community Development	4. DIVISION, BUREAU, OR OTHER UNIT Financial Assistance	5. AGENCY BILLING CODE N/A
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6a. CONTRACT ANALYST NAME Contracts Office	6b. EMAIL LoanGrantContractsIntake@hcd.ca.gov	6c. PHONE NUMBER (916) 263-6872
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7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If Yes, enter prior contractor name and agreement number)

PRIOR CONTRACTOR NAME N/A	PRIOR AGREEMENT NUMBER N/A
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8. BRIEF DESCRIPTION OF SERVICES
To provide gap funding for qualified infrastructure improvement projects.

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 Infill Grant Program was funded by the Infill Infrastructure Grant Program of 2019. Its primary objective is to promote infill housing development. The program seeks to accomplish this objective by providing financial assistance for infrastructure improvements necessary to facilitate new infill housing developments.

10. PAYMENT TERMS (More than one may apply)

- Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold 0% Advanced Payment Not To Exceed
 Reimbursement/Revenue \$ 0.00 or 0%
 Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	2240 105 0001 Cat.	2019/2020	363	2019	\$ 6,500,000.00

OBJECT CODE 22402000/42025 = \$6,500,000.00 5432000 - Grants and Subventions - Governmental	AGREEMENT TOTAL	\$ 6,500,000.00
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,500,000.00
<i>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.</i>	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00
	TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,500,000.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
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AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

19-IIG-14391

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original		06/30/2025	\$ 6,500,000.00	Exempt
Amendment No. 1				
Amendment No. 2				
Amendment No. 3				
		TOTAL	\$ 6,500,000.00	

13. BIDDING METHOD USED:

- Request for Proposal (RFP)(Attach justification if secondary method is used)
- Invitation for Bid (IFB)
- Other (Explain) SCM Vol 1, 5.80, B.2.b
- Use of Master Service Agreement
- Exempt from Bidding (Give authority for exempt status)
- 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). The State Personnel Board has been so notified.
- Not Applicable (Interagency / Public Works / Other _____)
- Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 54760 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION N/A

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE N/A	SIGNER'S NAME (Print or Type) N/A	DATE SIGNED N/A
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? 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 No Yes N/A
- B. STD.204 Vendor Data Record No Yes N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? No Yes

SB/DVBE Certification Number:
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.

SIGNATURE	NAME/TITLE (Print or Type) Contracts Office / Contracts Analyst	DATE SIGNED
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AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

AMENDMENT NUMBER

19-IIG-14391

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.

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

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**Business & Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6872

www.hcd.ca.gov

Ramie Dare, Vice President
Mercy Housing California
1256 Market Street
San Francisco, CA 94102

Eric Shaw, Director
Mayor's Office of Housing and Community
Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Dear Ramie Dare and Eric Shaw:

RE: Contract No. 19-IIG-14391

Congratulations on your Infill Infrastructure Grant (IIG) Program Award. Attached is an electronic copy of the Standard Agreement with Exhibits A through E.

A. Standard Agreement (STD 213 and Exhibits A through E)**STD 213 – Cover page****Exhibit A** – Authority, Purpose and Scope of Work**Exhibit B** – Budget Detail and Payment Provisions**Exhibit C** – State of California General Terms and Conditions - GTC 04/2017

Exhibit C is incorporated by reference; please see the STD 213 for additional information.

Exhibit D – IIG Terms and Conditions**Exhibit E** – Special Terms and Conditions**B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please review and complete one of the following options:**

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213 page.

All signatures must be in **blue ink/font**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print one copy of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page. The hardcopy must be an original, **wet** signature and in **blue ink**; do not return the Exhibits to HCD.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or the signed hardcopy of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

**Department of Housing and Community Development
Business & Contract Services Branch
Contracts Office, Attention:
2020 W. El Camino Avenue, Suite 130
Sacramento, CA 95833**

7. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Sherri Kerth, IIG Program Manager, DSFA Unit, at (916) 841-6712 or Sherri.kerth@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Contracts Analyst

cc: Sherri Kerth, IIG Program Manager, DSFA Unit

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

19-IIG-14391

PURCHASING AUTHORITY NUMBER (if applicable)

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

Mercy Housing California, and City and County of San Francisco

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

06/30/2029

3. The maximum amount of this Agreement is:

\$6,500,000.00

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	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	IIG Terms and Conditions	16
Exhibit E	Special Conditions	6
TOTAL NUMBER OF PAGES ATTACHED		29

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

Mercy Housing California

a California nonprofit public benefit corporation

By: _____ Date: _____

Ramie Dare
Vice President

Address:

1256 Market Street
San Francisco, CA 94102

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

Address:

1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Prep Date: 10/17/2022

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement, STD. 213 (hereinafter “Agreement”) is the result of Recipient’s application (“Application”) for funding under the Infill Infrastructure Grant Program of 2019 (“Program”) pursuant to:

- A. Part 12.5 of Division 31 of the Health and Safety Code (commencing with Section 53559);
- B. The Infill Infrastructure Grant Program of 2019 Guidelines (the “Guidelines”) dated October 30, 2019, issued by the State of California, Department of Housing and Community Development (“Department”) and as may be amended from time to time; and,
- C. The Program’s Notice of Funding Availability (“NOFA”) under which the Contractor applied, was issued by the Department, dated October 30, 2019. In accepting this grant award, the Recipient agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, and the disbursement agreement, which is more particularly described in Exhibit B, attached hereto.
- D. This exhibit makes reference to Exhibits B, C, D, and E, all of which are attached hereto and made a part hereof by this reference.

2. Scope of Work

The Scope of Work (“Work”) for this Agreement shall consist of the development and construction by or on behalf of the Recipient as follows:

- A. The “Capital Improvement Project” described in Exhibit E under provision Ex. A-E.1.
- B. The residential housing development designated in the Application as the “Qualifying Infill Project” (hereinafter also referred to as the “Housing Development”), to be developed and constructed by the Recipient, or other developer, as provided in the Application and meet the criteria set forth in Exhibit E under provision Ex. A-E.2.

EXHIBIT A

- C. The Capital Improvement Project is an integral part of or is necessary for the completion of the Housing Development. The Recipient is responsible for and shall ensure the completion of the Capital Improvement Project and the completion and occupancy of the Housing Development in accordance with the criteria set forth above in Paragraph 2.B. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.
- D. 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, attached hereto.

3. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, in addition:

- A. “Recipient” refers to the entity or entities submitting an application, or to a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page one of this Agreement. 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 because the Department may only provide a single Program award under this Agreement, in the case of joint applicants, or where a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page one of this Agreement is added later, all such applicants and related-entities identified as a Contractor under this Agreement shall collectively comprise and be deemed a joint venture.
- B. “Capital Improvement Project” means the Capital Improvement Project described in Paragraph 2.A. of this Exhibit A.
- C. “Housing Development” means the Qualifying Infill Project described in Paragraph 2.B. of this Exhibit A that is supported by the Capital Improvement Project.

EXHIBIT A

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 October 30, 2019. Notwithstanding, if and when the Department 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 Guideline section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guideline section number(s), any reference herein to the old Guideline section(s) number(s) shall be interpreted to refer instead to the Guideline section(s) that is (or are) intended to replace the content and substance of the former Guideline section(s).

4. Proximity to Amenities and Access to Transit: Large Jurisdictions

In response to submissions in the Application, the Department awarded rating points to qualifying infill projects in large jurisdictions for proximity to amenities (Guidelines Section 309(e)) and access to transit (Guidelines Section 309(d)) relative to the location of the Housing Development. At the request of the Department, Recipient shall provide evidence sufficient to support such award of points by the Department. The Department may refuse to commence or continue the disbursement of Program funds unless and until Recipient responds to such a request in a manner satisfactory to the Department.

5. Performance Milestones

Recipient shall ensure the completion of the PERFORMANCE MILESTONES set forth in Exhibit E under provision Ex. A-E.3, which are attached hereto and made a part hereof, by the designated dates. Recipient may apply to the Department for an extension of these timelines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Milestones.

6. State Contract Coordinator

The State Contract Coordinator for this Agreement is the Infill Infrastructure Grant Program of 2019 Section Chief, Division of Financial Assistance, or the Chief’s designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract Coordinator at the address specified in Exhibit E under provision Ex. A-E.4.

EXHIBIT A

7. Recipient Contract Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in Exhibit E under provision Ex. A-E.5. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the contact at the address specified in Exhibit E under provision Ex. A-E.5.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Budget

The preliminary projected budget (“Budget”) as referenced in this Exhibit contains the cost items for the design, development and construction of the approved Capital Improvement Project, including the sources and uses of funds (“Sources and Uses”). The financial information for the foregoing Budget is contained in Exhibit E under provision Ex. B-E.4 in a table entitled “PROJECT BUDGET.” Recipient agrees that any cost overruns or increases resulting in a total cost for Capital Improvement Project exceeding that set forth in the Budget shall be the responsibility of Recipient.

2. Contract Amount

- A. For the purpose of performing the Work, the Department agrees to provide the amount identified on page one, number 3, of this Agreement (STD. 213) in the form of a grant for the uses identified in the Budget. 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. Changes in aggregate of ten percent (10%) 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

- A. Where the Sources and Uses set forth in this Exhibit identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided in the Budget. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Budget are available for disbursement as provided in this Exhibit, and approved for the use specified in the Budget, except to the extent the Budget and 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.

EXHIBIT B

Pursuant to Sections 309(a)(3)(D) of the Guidelines, for Qualifying Infill Projects in Large Jurisdictions, the Department requires the Recipient to provide an Estoppel Letter, acceptable to the Department, evidencing that the amount of owner equity or developer funds proposed by the Recipient at application stage, and relied upon by the Department in reviewing the financial feasibility of the project, continues to be committed to the project.

4. Completion Dates

- A. Pursuant to Guidelines Section 306(d), all Program funds must be disbursed no later than Disbursement Deadline, as that term is further defined in Exhibit E under provision Ex. B-E.1. All un-disbursed funds remaining as of the Disbursement Deadline, will no longer be available for this Project. All invoices for payment must be submitted to the Department no later than three (3) months prior to the Disbursement Deadline to ensure payment processing.
- B. This Agreement shall expire on the date set forth in Exhibit E under provision Ex. B-E.2 notwithstanding a contrary date set forth on page one of this Agreement.

5. Method of Payment

- A. Payment shall be made as 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 in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.
- C. The Department shall not authorize payment(s) for pre-development and/or soft costs until the Department has received from the Recipient:
 - 1) An executed construction contract; and,
 - 2) Evidence, acceptable to the Department, demonstrating that construction period funding sources have been secured, or has, or will be converted to permanent funding sources.

EXHIBIT B

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 Capital Improvement Project and an updated Budget; therefore, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds.
- B. The Disbursement Agreement must be executed within two (2) years from the date of award pursuant to Section 306 (c)(2), which date is set forth in specific detail in Exhibit E under provision Ex. B-E.3.

[PROJECT BUDGET TABLE NOW APPEARS IN EXHIBIT E]

EXHIBIT D

IIG GENERAL TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. The Recipient agrees that construction of the Capital Improvement Project has not 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, subject to the termination date specified on page one, number two, of this Agreement, and subject to the expiration date provided by Exhibit B paragraph 4.B, unless a written request for an extension is submitted and written approval by the Department is provided within ninety (90) days prior to the termination or expiration date of this Agreement. Any extension to the termination or expiration date shall require an amendment to this Agreement.

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any terms and/or special conditions of this Agreement, to include but not limited to Paragraph 46 of this Exhibit. Upon termination or expiration of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination.

3. Infill Infrastructure 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 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 Housing Development or the Infrastructure Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the project, which it ensures is being constructed.

EXHIBIT D

4. Covenant Regarding Development of Affordable Housing

Prior to the disbursement of Program funds, the Recipient shall enter into a written Covenant Regarding Development of Affordable Housing (“Covenant”) with the Department and including such other parties as the Department may reasonably require, which shall require the development and construction of the Housing Development with, the number of units and the number of bedrooms per unit, the extent and depth of affordability, Net Density, as set forth in 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 Housing Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Housing Development as follows:

- A. For rental housing developments, the Covenant shall require the continuation of the affordability of the Housing Development for a period of not less than fifty-five (55) years from the date of the filing of a Notice of Completion for the Housing Development.
- B. For homeownership housing developments, the Covenant shall require the continuation of the affordability for a period of not less than thirty (30) years from the date of the filing of a Notice of Completion for the Housing Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.
- C. [Intentionally Omitted]
- 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 Housing Development or the Infrastructure Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object, which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised in the event that the Housing Development or Infrastructure Project are not timely completed, or in the event of an uncured breach of this Agreement.

EXHIBIT D

5. Site Control

The Recipient must have and maintain site control sufficient to ensure the timely commencement of the Infrastructure Project and the Housing Development as determined by the Department. The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Infrastructure Project and the Housing Development and provide evidence of such instruments prior to the first disbursement of Program funds.

6. Appraisals

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Infrastructure Project or the Housing Development, 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 Infrastructure Project or the Housing Development, or both, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and regulations issued by the Department in Subchapter 1 (commencing with Section 6000) of Chapter 6 of Division 1 of Title 25 of the California Code of Regulations. The relocation plan shall be subject to the review and approval of the Department prior to the initial disbursement of Program funds. In addition to actions that satisfy the regulatory requirements, the relocation plan shall contain a line item budget. 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.

8. Article XXXIV

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

EXHIBIT D

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 Infrastructure Project and the Housing Development, in conformance with ASTM Standard Practice E 1527, evaluating whether the Infrastructure Project is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all Environmental Site Assessment 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 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 Infrastructure Project and Housing Development, 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.

EXHIBIT D

Milestones

Recipient shall ensure the completion of the designated activities within the dates designated in Exhibit A, Performance Milestones, and as further set forth in the Disbursement Agreement.

12. 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.

13. Change of Conditions

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

14. 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 Infrastructure Project and Housing Development 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 Infrastructure Project and Housing Development in accordance with this Agreement.

15. 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.

EXHIBIT D

16. 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 Scope of 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 to the extent necessary to ensure compliance with Program requirements and this Agreement.

17. Loan Agreement Between Co-Recipients

In the event of a joint application where the co-Recipient Locality or public housing authority and the co-Recipient developer have agreed in writing that the Locality or public housing authority, shall receive the Program funds as the primary Recipient in order to make a loan to the developer for tax credit purposes, the loan terms shall provide for, at a minimum, the following:

- A. A zero percent (0%), deferred payment loan, with a term of at least thirty (30) years for home ownership developments, or a term of at least fifty-five (55) years for rental developments.
- B. No periodic payments shall be required under the loan.
- C. The co-Recipients shall be responsible for all aspects of establishing, documenting and servicing the loan.
- D. The provisions governing the loan shall be entirely consistent with the IIG Guidelines and all documents required by the Department with respect to the use and disbursement of Program funds.
- E. All documents governing the loan between the public agency lender and the developer borrower shall be subject to the review and approval of the Department prior to making the loan.
- F. Any additional terms the Department may require, ensuring compliance with the Guidelines, this Standard Agreement, Disbursement Agreement and any other Department grant documents.

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DESIGN

18. Architect

The Recipient shall utilize the services of an architect and/or an engineer to provide professional design and engineering services for the Infrastructure Project and Housing Development. Recipient shall ensure that an architect and/or an engineer shall 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 35, of this Exhibit D. At the request of the Department, Recipient shall submit 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, specifications, and project cost estimates for the Infrastructure Project and Housing Development to the Department for its review and approval. The Infrastructure Project and Housing Development 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 Infrastructure Project and Housing Development 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 Infrastructure Project and Housing Development 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

EXHIBIT D

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

23. Approval by Public Works Department

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

CONSTRUCTION

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 work of the Infrastructure Project and the Housing Development. 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 Infrastructure Project 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 (100%) 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 twelve (12) months after completion. The Payment Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Infrastructure Project and Housing Development and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent (20%) 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

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as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

26. Prevailing Wages

Pursuant to Section 314 of the Guidelines, for the purposes of the State Prevailing Wage Law (Labor Code Sections 1720 – 1781), a grant under the Program shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Infrastructure Project subject to the provisions of the State Prevailing Wage Law. Program funding of an Infrastructure Project shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to the State Prevailing Wage Law by reason of Program funding of the Infrastructure Project in those circumstances where such public funding would not otherwise make the Housing Development subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

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 Infrastructure Project. 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 responded to in writing within 10 (ten) 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 Housing Development architect and other consultants, and

EXHIBIT D

information relative to the Housing 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 responded to 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

Recipient shall place signs on the construction site for the Infrastructure Project and Housing Development stating that the Department is providing financing through the Infill Infrastructure Grant Program in an appropriate location(s), typeface and size containing the message set forth in Exhibit E under provision Ex. D-E.1.

The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the Department acknowledgment and logo shall also be displayed in a similar size and layout. A copy of the Department logo can be obtained by contacting the Department Contract Manager.

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 Infrastructure Project and the Housing Development 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 Infrastructure Project site and any structures or other improvements thereon to determine whether the Infrastructure Project site meets the requirements of Program and this Agreement. If

EXHIBIT D

the Department reasonably determines that the site is not acceptable for the proposed Infrastructure Project in accordance with the Guidelines, the Department reserves the right to cancel its funding commitment and this Agreement.

30. Infrastructure Project and Housing Development 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 Infrastructure Project and Housing Development 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 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 Infrastructure Project or the Housing Development 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 Infrastructure Project and Housing Development.

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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 (4) 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 Infrastructure Project or the Housing Development. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- 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.

EXHIBIT D

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 Infrastructure Project and Housing Development architect(s) or other appropriate professional to certify to the Department, in a 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 an Infrastructure Project and Housing Development 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 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 Housing Development recorded in the county in which the Housing 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 Infrastructure Project and Housing Development acceptable to the Department.

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37. Intentionally left blank

HOUSING DEVELOPMENT REQUIREMENTS

38. 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 Housing Development. The housing units to be developed in the Housing Development must be completed, as evidenced by receipt of a certificate of occupancy, within the time period established in this Agreement.

39. Proximity to Amenities: Large Jurisdictions

The following paragraph shall only apply to large jurisdictions. To ensure the Recipient's Housing Development meets or exceeds the proximity to amenities proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the amenities will be in service and located in distances consistent with Sections 309 and 310 of the Guidelines, as applicable, when the Housing Development is completed.

40. Access to Transit: Large Jurisdictions

The following paragraph shall only apply to large jurisdictions. To ensure the Recipient's Housing Development meets or exceeds the access to transit distance proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the transit stations or major transit stops meet the definitions in Section 302(gg) and 302(o) of the Guidelines, respectively. The evidence shall substantiate completion of the transit stations identified in the application no more than five years from the deadline for submittal of applications set forth in the NOFA, and pursuant to the definition of Transit Station of the Guidelines in Section 302.

REPORTING REQUIREMENTS

41. Reports on Infrastructure Project

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

42. Reports on Housing Development

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 Housing Development. 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.

43. Updated Information

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

44. Monitoring Requirements

The Program shall perform regular monitoring of the housing development and/or fiscal monitoring of the grant pursuant to section 312 of the Guidelines. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Infrastructure Project 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

45. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than thirty (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:

EXHIBIT D

- 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.
- 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 Infrastructure Project 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 cancelled 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 Infrastructure Project or Housing Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement.
 - 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

46. Repayment of Grant Funds for Failure to Develop Housing

Recipients will be required to repay disbursed Program grant funds where construction of residential units in the Housing Development used as the basis for calculating the grant amount pursuant to Section 305(a) of the Guidelines has not received building permits within two (2) years from the date of the Program grant award. The Department may extend these deadlines, for a term not to exceed seven (7) years, if the Recipient demonstrates, to the satisfaction of the Department, that it has complied with the performance milestones identified in Exhibit A of this Agreement. The amount to be repaid shall be the same proportion to the total grant amount as the number of residential units where construction has not timely commenced to the total number of designated residential units.

EXHIBIT E

PROJECT SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. PROJECT SPECIFIC PROVISIONS

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project specific information not contained in those prior exhibits.

Provision Ex. A-E.1 (As referenced in Exhibit A paragraph 2.A)

Sunnydale HOPE SF Block 3B proposal meets the requirement of a Capital Improvement Project (CIP) in support of a Qualifying Infill Project (QIP). The total IIG funding request is \$6,500,000.00.

CIP includes improvements within the QIP as well as the right-of-way for which the QIP is responsible. Scope includes abatement and demolition of existing improvements, grading and site preparation as well as new street and utility infrastructure, a bike lane, sidewalks, and a publicly accessible pedestrian and bicycle path.

Provision Ex. A-E.2 (As referenced in Exhibit A paragraph 2.B)

Sunnydale HOPE SF Block 3B APN: 6311-014 (proposed), 6311-011 (former) 1555 Sunnydale Avenue (proposed) Final Map 11040 Lot 4 San Francisco, CA 94134			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
1	5	5	30
2	8	8	30
3	5	5	30
1	10	10	50
2	16	16	50
3	19	19	50

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0	4	4	60
1	9	9	60
2	9	9	60
2	3	0	None
3	1	0	None
3	1	0	Manager
Total	90	85	
Net Density (see Guidelines Sec. 302(t))		128.6	

Provision Ex. A-E.3 (As referenced in Exhibit A paragraph 5)

PERFORMANCE MILESTONES

Performance Milestone	Infrastructure Project	Housing Development
Executed binding agreement between the Recipient and developer of the proposed Housing Development detailing the terms and conditions of the Project development.	3/3/2017	3/3/2017
Site Control of Housing Development site(s) by proposed housing developer.	3/3/2017	3/3/2017
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	9/1/2015	9/1/2015
Obtaining all necessary and discretionary public land use approvals.	3/3/2017	3/3/2017
Obtaining all enforceable funding commitments for the Housing Development supported by the Infrastructure Project.	N/A	6/2/2023
Obtaining all enforceable funding commitments for all construction period financing.	2/11/2022	6/2/2023

EXHIBIT E

Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses (as defined in Exhibit B to this Agreement) including substantially final construction/permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	2/11/2022	6/2/2023
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	2/10/2022	6/2/2023
Commencement of construction.	5/16/2022	6/5/2023
Construction complete and the filing of the Certificate of occupancy	5/31/2025	5/31/2025

Provision Ex. A-E.4 (As referenced in Exhibit A paragraph 6)

Lynn Jones, Section Chief,
 Climate Programs
 Division of State Financial Assistance
 Department of Housing and Community Development
 P.O. Box 952054
 Sacramento, California 94252-2054

Provision Ex. A-E.5 (As referenced in Exhibit A paragraph 7)

Recipient:	Mercy Housing California
Authorized Representative Name:	Ramie Dare
Authorized Representative Title:	Vice President
Address:	1256 Market Street, San Francisco, CA 94102
Phone No.:	415-355-7118
Email Address:	rdare@mercyhousing.org

EXHIBIT E

Recipient:	City and County of San Francisco
Authorized Representative Name:	Eric D. Shaw
Authorized Representative Title:	Director, Mayor's Office of Housing and Community Development
Address:	1 South Van Ness Avenue, 5 th Floor, San Francisco, CA 94103
Phone No.:	415-701-5500
Email Address:	eric.shaw@sfgov.org

Provision Ex. B-E.1 (As referenced in Exhibit B paragraph 4.A)

The "Disbursement Deadline," as that term is used and referenced throughout the agreement, and in particular in Exhibit B paragraph 4.A, shall be no later than four (4) years from the date of the award, unless an extension has been granted by HCD to extend this deadline out to no later than June 30, 2025, pursuant to Section 306(d) and 306(h) in the Guidelines.

Provision Ex. B-E.2 (As referenced in Exhibit B paragraph 4.B)

This Agreement shall expire on June 30, 2029, notwithstanding a contrary date set forth on page 1 (entitled STD. 213) of this Agreement.

Provision Ex. B-E.3 (As referenced in Exhibit B paragraph 6)

The Disbursement Agreement must be executed within two (2) years from June 23, 2020 (the date of award) unless an extension pursuant to Section 306 (h) of the Guidelines has been granted.

Provision Ex. B-E.4 (As referenced in Exhibit B paragraph 1)

EXHIBIT E

PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES		
Sunnydale HOPE SF Block 3B		Mercy Housing California, City and County of San Francisco
ESTIMATED CAPITAL IMPROVEMENT PROJECT COSTS		DEVELOPMENT COSTS BY FUNDING SOURCE
DEVELOPMENT COSTS		
Costs Category	Total Project Amount	Infill Grant Program
PROJECT ACTIVITY (Hard Cost)		
Total Project Activity Costs	\$6,077,000	\$6,077,000
SOFT COST AND OTHER PROJECT RELATED COSTS		
Total Soft Cost and Other Project Related Costs	\$423,000	\$423,000
TOTAL PROJECTED CIP COSTS	\$6,500,000	\$6,500,000

Provision Ex. D-E.1 (As referenced in Exhibit D paragraph 29)

The signage required by Exhibit D, paragraph 29 shall contain the following information:

PROJECT NAME: Sunnydale HOPE SF Block 3B

THIS PROJECT HAS BEEN MADE POSSIBLE
 BY FINANCING FROM
 THE INFILL INFRASTRUCTURE GRANT PROGRAM OF 2019
 THROUGH THE CALIFORNIA DEPARTMENT
 OF HOUSING AND COMMUNITY DEVELOPMENT

EXHIBIT E

2. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

A. Payee

The authorized Payee(s) is/are as specified below:

Payee Name: City and County of San Francisco \$6,500,000.00

B. **Provision Ex. B-E.1** (As referenced in Exhibit B paragraph 4.A)

IIG Round 6 Projects have a disbursement deadline of June 30, 2023. Many projects awarded under Round 6 IIG will be unable to meet this June 30, 2023, date because of delays related to the COVID-19 pandemic. The 2021 Budget Act authorizes an extension of the liquidation date for Projects with identified COVID related delays to June 30, 2025, upon approval by HCD. Requests for disbursements must be received by HCD three months prior to the disbursement deadline. The Performance Milestones reflect this date has changed to June 30, 2025.